



**US Army Corps
of Engineers®**
Seattle District

Fire Alarm System Inspection, Testing and Maintenance

Services Solicitation and Specifications

**This is a 100% Small Business
Set-Aside**

February 2003

This page intentionally blank

THIS PROCUREMENT IS:

100% set-aside for Small Business

Site Visit:

- A one-time site visit for offerors is scheduled for **21 February 2003**. Bidders desiring to attend should arrive at the Visitors Center no later than **8:00 AM, Local Time**. Meeting is to be held at the U.S. Army Corps of Engineers Fort Lewis Area Office (FLAO), Building 2015 3rd floor, Fort Lewis, Washington. A temporary 1-day vehicle pass is required to drive on Fort Lewis and may be obtained from the Visitor's Center at the Fort Lewis Main Gate.
- To receive the temporary pass, at least six business days before the meeting is take place you must provide, the name of your company, names of the persons who will attend the meeting, Drivers License Numbers of the persons attending the meeting, and their date of birth (Information is to be submitted to Bill Byers, electronically at byersb@lewis.army.mil).
- When arriving at the Visitors Center, all visitors will present a valid drivers license, current vehicle registration, proof of insurance and state your destination on post (i.e. Corps of Engineers, Ft. Lewis Area Office). Visitors will have proof of insurance, vehicle registration, and drivers license at all times while driving on base.
- DIRECTIONS TO FORT LEWIS AREA OFFICE: Take I-5, to exit 121 (Fort Lewis/North Fort Lewis), follow the signs to Fort Lewis and proceed to the Visitor's Center, just inside and to the right of the Main Gate. After receiving a visitor pass, proceed onto the base on Division to the third traffic light. Turn right at the 3rd traffic light onto Pendleton Avenue. Building 2015 will be on the left at the blinking yellow light behind the Fire Station. Parking is available across the street from building 2015. The Area Office in on the 3rd floor.
- BIDDERS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUALS Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m.:

TECHNICAL MATTERS: Bill Byers, electronically : (byersb@lewis.army.mil)

Proposal Due Date & Time: 13 March 2003, NLT 3:00 PM Local Time

BIDDING DOCUMENTS: Register for solicitations at the Internet site: <http://www.nws.usace.army.mil/ct/>

PLANHOLDER'S LISTS: Lists may also be obtained from the same site.

ADMINISTRATIVE MATTERS: Kevin T Mulvihill

Phone Number: (206)764-6805

Internet:: (Kevin.T.Mulvihill@nws02.usace.army.mil)

FAX: (206) 764-6817

All individuals are at the following mailing and street addresses:

(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755

(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

DACA67-03-R-0206

This page intentionally blank

!!!CAUTION TO OFFERORS!!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing offers.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

3. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the Plans Room representative listed on the Information Page.

4. **AMENDED PAGES:** If any of the amendments furnished amended pages, the amended pages must be used in submitting your offer.

5. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

6. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the opening office prior to the time specified for receipt of proposals. Any doubt as to time should be resolved in favor of **EXTRA TIME.** Transmission by Fax to this office is **NOT ACCEPTABLE.**

7. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 12 Standard Form 33, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

8. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION in section I. Lack of registration in the CCR database will make offeror ineligible for award. Information on how to register and the time it takes are detailed in the clause.

9. **HUBZONE CERTIFICATION:** Your attention is drawn to FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in section 0600. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Reference: <https://el.sba.gov:9000/prodhubzone/hubzone/approval.stm>

This page intentionally blank

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

This page intentionally blank

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This page intentionally blank

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 230 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DACA67-03-R-0206	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7 FEB 2003	6. REQUISITION/PURCHASE NO. W68MD9-2339-3168
7. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755, SEATTLE, WA 98124		CODE DACA67	8. ADDRESS OFFER TO (If other than Item 7) SEE BLOCK 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located CONTRACTING until 3:00 PM local time 13 MAR 2003
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KEVIN T. MULVIHILL	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (206)764-6805
----------------------------------	--------------------------------------	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	7-18	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	187
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	21	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	22	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

This page intentionally blank

[illegible]

[illegible]

[illegible]

[illegible]

This page intentionally blank

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK
FOR
FIRE ALARM SYSTEMS INSPECTION, TESTING AND MAINTENANCE**

1. DESCRIPTION OF SERVICES.

The contractor shall provide all management, tools, supplies, equipment and labor necessary to inspect, test, and maintain fire extinguishing and automatic fire alarm systems at Fort Lewis, WA. in a manner that will ensure their serviceability and operation. See Appendix D for a list of installed systems, and projected maintenance schedule. This may be used for determining possible workload.

Note: Fire extinguishing equipment shall be tested only to insure that alarm actuation is operational. Public Works Fire Suppression Technicians will perform maintenance of fire extinguishing equipment and Public Works Fire Alarm technicians will continue to perform service order work and respond to emergency calls on fire alarm systems.

1.1 SERVICE DELIVERY PLAN.

Develop and maintain a service delivery plan and provide it to the Government for review and approval within "30" calendar days after the date on which a contract is entered into. Address in the plan management and operational procedures for the delivery of required services including quality control, purchasing, Government property control, environmental management, and record keeping and reporting.

1.1.1 Compliance with Rules, Regulations and Statutes.

All contractor employees shall observe and comply with all applicable local, state and federal rules, regulations and statutes, including those concerning fire, safety, sanitation, security, vehicle safety and hazardous material handling. All testing and repair work shall be performed in accordance with NFPA 70 (the National Electrical Code), NFPA 72 (the National Fire Alarm Code) and manufacturers recommendations.

1.1.2. Refer to the following for guidance:

EM 385-1-1, Corps of Engineers Safety and Health Manual.

1.1.3. Deliver required services in accordance with the approved plan and request approval from the Contracting Officer to modify or deviate from approved procedures.

1.2 INITIAL STATUS REPORT.

The contractor and the Government Quality Assurance (QA) shall review the current inspection, test, and maintenance status of all installed fire extinguishing systems and automatic fire alarm systems included in this contract. The contractor shall submit a planned work schedule to the QA for approval within 30 calendar days after contract start date. The contractor shall submit a documented report to the QA on all installed fire extinguishing or automatic fire alarm system's inspection, test or maintenance work, noting discrepancies, system impairments and recommendations, within 2 calendar days after inspection.

1.3 PREVENTIVE MAINTENANCE.

The contractor shall perform recurring preventive maintenance on installed automatic fire alarm systems IAW applicable NFPA 72 Standards and manufacturer's instructions. The contractor shall implement a planned preventive maintenance program, as approved by the QA, to help prevent and correct deficiencies with installed automatic fire alarm system components, thus minimizing breakdowns and service interruptions, extending component life, and maximizing operating efficiency. The contractor shall notify the QA, Fort Lewis Fire Department and facility occupants before proceeding with any preventive maintenance on installed automatic fire alarm systems. At the conclusion of preventive maintenance, those previously notified shall be further notified that the maintenance work is completed

1.3.1 INSPECTIONS.

The contractor shall inspect installed fire extinguishing and automatic fire alarm systems IAW applicable NFPA Standards and manufacturer's instructions. The contractor shall correct any discrepancies or impairments to an installed automatic fire alarm system discovered during a scheduled inspection up to a limit of \$2,000 per building (line item 0001); the contractor shall provide fire alarm system repair services, to include replacement of defective fire alarm control panels, not to exceed \$3,000 per occurrence (ten units line item 0002).

1.3.2 TESTING.

The contractor shall perform functional operation tests on installed fire extinguishing and automatic fire alarm systems IAW applicable NFPA 72 Standards and manufacturer's instructions, and this testing shall include all individual components of the automatic fire alarm, and extinguishing systems. If the system is connected to the installation Fire Department, the contractor shall notify the Fire Department that the system test is to be conducted and that an emergency response is not desired. All personnel at the end-user's facility shall be notified that a test is to be conducted and instructed as to the sequence of operation. Installed fire extinguishing and automatic fire alarm systems located in areas that are inaccessible for safety considerations, such as continuous process operations, shall be tested during scheduled operation shutdowns at intervals approved by the QA.

1.4 CORRECTIVE MAINTENANCE.

The contractor shall perform corrective maintenance on installed automatic fire alarm systems, IAW applicable NFPA 72 Standards and manufacturer's instructions, to return a system or component to full operating condition. The contractor will consult with the Public Works Fire Alarm Shop prior to replacing any existing fire alarm system or panel in order to insure compatibility with other interacting systems. The contractor shall notify the QA, Fort Lewis Fire Department, and facility occupants before proceeding with any corrective maintenance on installed automatic fire alarm systems. At the conclusion of the corrective maintenance, those previously notified shall be further notified that the maintenance work is completed. The contractor shall return to full service all installed fire-extinguishing systems after an inspection, functional test, or maintenance work. The contractor shall notify the QA in writing that corrective maintenance has been completed and shall provide a list of work accomplished.

1.5 ADDITIONAL WORK – Line Item 0002.

The contractor shall provide fire alarm system repair services, to include replacement of defective fire alarm control panels, not to exceed \$3,000 per occurrence.

2. REQUIREMENTS SUMMARY.

The Contractor service delivery requirements are summarized into performance objectives that relate directly to standards of performance required to meet mission essential needs. The performance threshold briefly describes the minimum acceptable overall levels of service required for each required service. These thresholds are critical to mission success.

Performance Objective	SOW Para	Performance Threshold
Service Delivery Plan complete and consistent with applicable Federal, State, and local laws, regulations, codes, technical manuals, manufacturer's instructions and recommendations, and acceptable commercial practices.	1.1	Approved plan available and updated continuously, no major non-conformances. Minor non-conformances corrected within 5 working days.
Inspections. Inspect installed fire extinguishing and automatic fire alarm systems IAW applicable NFPA Standards and manufacturer's instructions.	1.3.1	Correct any discrepancies or impairments to an installed automatic fire alarm system discovered during a scheduled inspection.
Testing. Perform functional operation tests on installed fire extinguishing and automatic fire alarm systems IAW applicable NFPA Standards and	1.3.2	Notify the fire department that the system test is to be conducted. Personnel at the facility shall be notified

manufacturer's instructions.		that a test is to be conducted.
Preventative Maintenance. Perform recurring preventive maintenance on installed automatic fire alarm systems IAW applicable NFPA Standards and manufacturer's instructions.	1.3	All installed fire alarm systems or components are maintained in full operating condition.
Corrective Maintenance. Perform corrective maintenance on installed automatic fire alarm systems, IAW applicable NFPA Standards and manufacturer's instructions.	1.4	All installed fire alarm systems or components are maintained in full operating condition.
Additional Work. Perform Preventive, and corrective maintenance on installed automatic fire alarm systems, IAW applicable NFPA Standards and manufacturer's instructions The contractor shall provide fire alarm system repair services, to include replacement of defective fire alarm control panels, not to exceed \$3,000 per occurrence.	1.5	Correct any discrepancies or impairments to an installed automatic fire alarm system discovered during a scheduled inspection..

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

The contractor is authorized use of a staging area at Fort Lewis. The staging area may or may not be enclosed by a security fence. If the area is not fenced, security fencing will then be the responsibility of the contractor.

Note: Do not use property provided by the Government for any purpose other than in the performance of this contract.

3.1 FACILITIES.

None. Any jobsite office or trailer placed at the contractor's staging area shall remain contractor property and must be maintained in good order and meet all local standards and codes.

3.2 EQUIPMENT.

None.

3.3 MATERIALS.

None.

3.4 SERVICES.

The Government will provide the following services: Police, fire and emergency medical services will be available while work is being performed at Fort Lewis facilities.

3.5 UTILITIES.

The Government will not furnish utilities. All facilities do not receive the same utility services. The Contractor shall not change or modify any utility system or component without prior COR review and written approval. The Contractor shall not connect any Contractor Furnished Property, Equipment or system without prior COR review and written approval.

The Contractor shall pay or enter into a utility agreement with Public Works, or the utility provider. The Contractor shall be responsible for all costs and tie-ins into existing utilities.

4. GENERAL INFORMATION.

4.1 MISSION.

The overall Public Works mission is to plan, maintain, operate, and protect the infrastructure, facilities, and environment for the soldiers, families, and civilian employees of Fort Lewis. Public Works also has Army Regulation (AR) 5-9 "Area Support Responsibilities" for environmental and real property responsibilities for Yakima Training

Center (YTC), and Camp Bonneville in Washington; and maintenance of Fort Stevens, Fort Worden, and Fort Lawton Cemeteries in Washington and Oregon.

4.2 BACKGROUND.

Fort Lewis Public Works Fire Alarm Technicians and Fire Suppression Technicians presently respond to service orders and maintain installed fire suppression and installed fire alarm systems. From FY 2000 through FY 2002, Public Works conducted a Fire Alarm Testing and Maintenance Contract that this contract is to follow. The majority of the buildings listed in Appendix D have been tested, cleaned and serviced within the last two years. Fort Lewis operates under the ANSI/ISO 14001 Environmental Management System. Contractor service delivery must conform to environmental law and Fort Lewis regulations for Fort Lewis to remain in compliance with ANSI/ISO 14001.

4.3 LOCATION OF WORK.

The Fire Alarm Systems Inspection, Testing and Maintenance contract is located at Fort Lewis, Washington. A general site map is provided upon request as mentioned in Appendix A, FORT LEWIS AREA MAP. Fort Lewis is a United States Army military reservation located in Pierce and Thurston Counties, Washington.

4.4 QUALITY CONTROL AND QUALITY ASSURANCE.

The policy of the Government for Contractor Quality Control and Government Quality Assurance and applicable definitions are provided in the Federal Acquisition Regulations in Part 46.

4.4.1 Quality Control. The Contractor is required to control the quality of service delivery and offer to the Government for acceptance only services that conform to contract requirements. Perfect performance is not required for the control of quality to be satisfactory; however, specific service delivery must be in substantial compliance with contract requirements and be suitable for the intended purpose of the contract. The overall control of quality must meet the specified performance thresholds for each required service.

4.4.2 Quality Assurance. The Government will periodically evaluate the Contractor's performance using a Government Quality Assurance Surveillance Plan. The Government will measure the Contractor's control of quality against the Performance Thresholds specified in the Requirements Summary. If re-performance of a service delivery is required, the original inspection results will be recorded as unsatisfactory. When overall monthly performance for a required service meets or exceeds the performance threshold, quality control is satisfactory. Only the original inspection results by the Government will be used to make this evaluation. Failure to meet the performance threshold for a required service means that quality control for that service for the observation period is unsatisfactory. Each service will be evaluated each observation period, which is generally one month.

4.5 HOURS OF OPERATION.

Perform the Fire Alarm Systems Inspection, Testing and Maintenance during normal duty hours (7:00 A.M. to 4:30 P.M.), Mondays through Fridays, excluding federal holidays, unless otherwise required in the contract or approved by the Contracting Officer.

4.6 SECURITY REQUIREMENTS.

Comply with Fort Lewis, section XVII; FL Regulation 210-9, Access to and Conduct Upon Fort Lewis Military Reservation; and FL Reg. 380-2, I Corps Security Badge/Pass Procedures. These regulations are available for review in the Fort Lewis Contracting Office, Building 2015. Contractor employees will be required to obtain and display identification badges. Anticipate delays in getting commercial vehicles on post and allow time for commercial vehicles to reach their destination by driving designated routes at posted speed limits through Fort Lewis. Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice. Specific requirements for identification badges are in clause 52.111-4017, Government-furnished Identification Badges.

4.7 COMMERCIAL VEHICLE ACCESS TO FORT LEWIS

4.7.1 Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice. Current access information may be obtained by calling (253) 967-1733. As of January 15, 2002, the following requirements

apply. Commercial vehicle access to Fort Lewis will be allowed only at the Logistics Center Gate (Exit 123 from I-5) Monday through Friday. This gate will be open for inbound commercial vehicle access and inspection between 0530 hours and 2000 hours. The Logistics Center Gate is closed on weekends (Saturdays and Sundays). On Saturdays and Sundays, commercial vehicles must use the DuPont Gate (Exit 119 from I-5). DuPont Gate hours are 0530 hours until 2000 hours. The Contractor should anticipate delays in getting commercial vehicles on post. The Contractor must also allow additional time for commercial vehicles to reach their destination by driving through Fort Lewis.

4.7.2 Large vehicles (needing greater than 12'-5" clearance) will require a time stamped "searched" label to gain access to North Fort Lewis. "Searched" labels will be issued at the Logistics Center Gate. Drivers needing access to North Fort Lewis must inform the gate guard that their vehicle is over 12'-5" in height and that they will require access to North Fort Lewis. The driver will receive a briefing on proper procedures and a "searched" label. The Contractor shall ensure that its drivers, including drivers of subcontractors at any tier, comply with the procedures as explained to them for access to North Fort Lewis.

4.7.3 Commercial vehicles less than 12'-5" in height shall access North Fort Lewis ONLY via the Pendleton Avenue Under-crossing once they are cleared through the Logistics Center Gate.

4.8 PERFORMANCE OF SERVICE DURING CRISIS OR HEIGHTENED SECURITY.

In the event of crisis or heightened security caused by a national emergency, natural disasters, or other causes, continue performance as necessary in support of the Fort Lewis mission

4.9 SPECIAL QUALIFICATIONS.

4.9.1 Submit resumes for key personnel as follows: Project Manager and any person designated to act for the project manager. ECMD and the Fort Lewis Fire Department will review and approve the resumes.

4.9.2 Journeyman Fire Alarm Technicians directly employed and supervised by the KR shall perform or supervise all work. Journeyman Fire Alarm Technicians must have a minimum of 5 years experience in Fire Alarm/Fire Suppression Systems. Apprentices may perform work in accordance with Washington Administrative Code (WAC) guidelines for electricians and fire alarm technicians.

4.10 INTERFACES.

4.10.1 Interface with Government Operation. Do not unduly interfere with regularly scheduled Government operational activities in the performance of contract requirements. In the event a Government representative so requests, temporarily cease work in the area and report the instructions, to include name of the Government person involved, to the QA/Contracting Officer's Representative (COR) immediately by the most expedient means.

4.10.2 Disputes With Customers or Other Government Contractors. Verbally notify the COR of unresolved disputes in receiving support from or providing support to customers or other contractors within two hours from the time the dispute occurs and follow-up in writing within two work days.

4.10.3 Utility Outages. Utility outages (water, power, and the like) shall be scheduled "3 work days" in advance of the outage. Schedule outages with Public Works Services Branch, Public Works Maintenance and Repair Division, and Ft. Lewis Fire Department. Upon approval, the Contractor shall notify occupants and other affected parties "48 HOURS" prior to the scheduled outage.

4.10.4 Digging Permit. Underground utility work is not anticipated.

4.10.5 SAFETY REQUIREMENTS AND REPORTS: Perform work in a safe manner and comply with OSHA, WISHA and EM 385-1-1, Safety and Health Requirements, Department of the Army, Corps of Engineers, 1996. EM 385-1-1 is available at <http://www.usace.army.mil/inet/usace-docs>.

4.10.6 Accident and Damage Reports. Provide a verbal report to the COR as soon as possible but not later than four hours of each occurrence of damage to Government property or an accident resulting in death, injury, occupational disease, or adverse environmental impact. Provide a completed copy of required Accident Investigation Reports to the COR within five calendar days of each occurrence. Comply with OSHA and EM385-1-1, Section 1, for record keeping and reporting of all accidents.

4.10.7 Accident and Damage Report Forms. Where specific OSHA or EM 385-1-1 forms are not required, use forms of the Contractor's own design.

4.11 HISTORIC PRESERVATION.

The Contractor is advised that there are various historical facilities at Fort Lewis. When work under this contract affects a historic facility, use products and techniques in the repair or replacement of wood or other parts that result in products identical in appearance to the original. Retain original material wherever possible, or replace with new material that duplicates the original in size, shape, texture, appearance, and finish. The Public Works Cultural Resource Manager must approve repairs, renovation, or replacement to historic buildings. In addition, comply with the appropriate provisions and stipulations of "The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995, Standards for Rehabilitation" (available at <http://www2.cr.nps.gov/tps/secstan5.htm>) and the "National Historic Preservation Act of 1966, as amended through 1992, Public Law 102-575" (available at <http://www.cr.nps.gov/local-law/nhpa1966.htm>). Part C of the Fort Lewis Maintenance and Repair Manual for Historic Structures provides guidance in this area and is available from the COR.

Historic structures are listed in Appendix B.

4.12 WARRANTED EQUIPMENT.

The Government will furnish to the Contractor, within fifteen working days after the date on which a contract is entered into and as necessary thereafter, a list of equipment and components that are covered by manufacturer's warranty. The list will indicate the expiration of each warranty. Do not repair, replace, or otherwise correct defects in warranted equipment without obtaining prior authorization from the COR. Provide the COR with a copy of warranty information for equipment installed by the Contractor under the terms of the contract.

4.13 TRANSITION OF CONTRACTOR OPERATIONS.

Commence service delivery as required by the contract as of the first day of the contract period. On the initial day of performance, provide a work force that is fully qualified and capable of performing work required under the contract.

4.13.1 Phase-In. The Government will provide access to Fort Lewis 20 working days prior to contract start. The Contractor may observe the current operations covered by this Contract, as approved by the Contracting Officer's Representative (COR).

4.13.2 Phase-Out. During the 20 working day period immediately prior to termination or completion of the contract, permit the successor organization to observe contractor personnel in performance of contract requirements.

4.14 VARIATION IN WORKLOAD.

A description of facilities in the contract and projected workload data are provided in Appendix B – FACILITIES DESCRIPTION, and Appendix D - FACILITIES and WORKLOAD PROJECTIONS. The estimated frequencies of service delivery are shown. Variations in the facilities serviced of less than plus or minus 10%, and variations within plus or minus 10%, of workload projections shall not be cause for equitable adjustment in price or delivery schedule. Equitable adjustments will be negotiated at the end of the base year and each option year if required or at more frequent intervals if determined necessary by the Contracting Officer.

4.14 PARTNERING AGREEMENT.

The Contracting Officer may require a partnering agreement between the Government and Contractor to facilitate joint cooperation and a sound partnership of all parties involved in the execution of this contract. Partnering is the creation of a Government-Contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principal to share the risk involved in completing the project and to establish and promote a nurturing partnership environment. Representatives from each organization are encouraged to participate in

developing a partnering agreement. The partnering agreement that results may be formal or informal. If formal, it should be reduced to writing and signed by all parties involved.

4.16 ENVIRONMENTAL REQUIREMENTS:

4.16.1 In addition to all applicable Federal, State local and local regulations, the following specific guidance is provided: 32 CFR Part 651, Environmental Analysis of Army Actions and FL Regulation 200-1, Environmental Protection and Enhancement and the current Fort Lewis Design Standards. Best Management Practices where applicable shall be identified and implemented to off set adverse environmental impacts. Materials purchased for the service performed should meet the Affirmative Procurement requirement. Additional information is available from ENRD Environmental Services - Pollution Prevention.

4.17 MANAGEMENT OF HAZARDOUS MATERIAL AND HAZARDOUS WASTE:

Comply with hazardous material and hazardous waste requirements found in Fort Lewis Regulation 200-1. Critical regulation requirements include, but are not limited to:

4.17.1 Provide an inventory of hazardous materials (with the applicable Material Safety Data Sheet) that will be used to perform the service, to Environmental and Natural Resources Division (ENRD) Environmental Services - Hazardous Material Section.

4.17.2 Attend training provided by the ENRD Program Manager for Environmental Services – Hazardous Waste (training required for all activities generating hazardous waste.) Training is also required for Hazardous Material.

4.17.3 Have the Hazardous Waste Manifest, for all hazardous waste leaving Fort Lewis, signed by a representative of the PM for Environmental Services – Hazardous Waste.

4.17.4 Hazardous Material storage areas, Hazardous Waste collection areas, and Work Sites are subject to environmental compliance inspections.

APPENDIX A – FORT LEWIS AREA MAPS

1. Maps are available upon request.

APPENDIX B – FACILITIES DESCRIPTION

Administrative, (ADM): Office facility, both military unit and civilian support. Administrative facilities are located in both historical structures and non-historical structures.

Barracks, (BKS): Apartment type facility for single soldiers. Most barracks have some administrative space located within them. Barracks facilities are located in both historical structures and non-historical structures.

Batchelor Enlisted Quarters, (BEQ): Batchelor Enlisted (Senior NCO) Quarters.

Batchelor Officer Quarters, (BOQ): Batchelor Officer Quarters.

Child Development Center, (CDC): Day care and after school center for children.

Commercial, (COM): Commercial facilities consist of such buildings as the Post Exchange, Commissary, Mini Mall, etc.

Dining Facility, (DF): Restaurant type facility for soldiers. Dining facilities are located in both historical structures and non-historical structures. Note. The fire suppression systems in dining facilities are maintained under a separate contract.

Educational Facility, (EF): School or campus facility – multiple use purpose.

Emergency Service, (EMS): Fire and Military Police facilities. Post entry gates included.

Food Service Facility, (FS): Restaurant type facilities open to the public, i.e.: Burger King.

Historical Structure, (HS): Historical structures are buildings on Main Post that were constructed prior to WWII and are typically of brick construction.

Maintenance Facilities, (MF): Maintenance facilities consist of motor pools, aviation maintenance hangars and repair shops, etc. Maintenance facilities are located in both historical structures and non-historical structures.

Medical Facilities, (MED): Clinics, Dental Facilities, etc.

Morale Support, (MS): Morale support facilities consist of the various sports facilities, recreation facilities auditoriums and chapels, etc. Morale support facilities are located in both historical structures and non-historical structures.

Petroleum Dispensing Facilities, (POL): Service Stations, POL points, etc.

Regional Correctional Facility, (RCF): Facilities at the Regional Correctional Facility.

Training Facility, (TF): Similar to Educational Facility – military training specific.

Utility, (UTL): Water Plants, Sewage Plant, Power Distribution Facilities, etc.

Warehouse Facilities, (WH): Storage and/or warehouse facilities

APPENDIX C – FIRE ALARM SYSTEMS INSPECTION FORMS

1. Available from upon request from QA

APPENDIX D – FACILITIES AND WORKLOAD PROJECTIONS

1. Appendix D has been added as an attachment to Section J.

APPENDIX E – COST ACCOUNTING DATA REQUIREMENTS

1. Appendix E has been added as an attachment to Section J

Section E - Inspection and Acceptance

INDEX OF CLAUSES - SECTION E

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving

report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

Section F - Deliveries or Performance

INDEX OF CLAUSES - SECTION F

52.242-17 Government Delay Of Work

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

This page intentionally blank

Section G - Contract Administration Data

CONTRACT ADMINISTRATIVE DATA**SECTION G – ADMINISTRATION DATA**

1. CONTRACT ADMINISTRATOR: Contract will be administered by:

Seattle District, Corps of Engineers
CENWS-CT-CB-MU
P.O. Box 3755
Seattle, WA 98124-3755

2. INVOICE SUBMITTAL: Submit all invoices, original & 2 copies to:

US ARMY CORPS OF ENGRS
FINANCE CENTER CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005
TELEPHONE NO. 901-874-8556

3. CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE:

See DFAR Clause 252.201-7000 – attached.

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

This page intentionally blank

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. **PERIOD OF SERVICE.** This contract provides for a base period that begins at award, with performance to commence upon award and continue through the end of a twelve (12) month period.

This contract includes four option years with performance periods as follows:

- (a) Option Year 1: Commencing on the thirteenth (13th) month and continuing through the end of the twenty-fourth (24th) month.
- (b) Option Year 2: Commencing on the twenty-fifth (25th) month and continuing through the end of the thirty-sixth (36th) month.
- (c) Option Year 3: Commencing on the thirty-seventh (37th) month and continuing through the end of the forty-eighth (48th) month.
- (d) Option Year 4: Commencing on the forty-ninth (49th) month and continuing through the end of the sixtieth (60th) month.

2. CONTRACT PRICES -- FIXED ITEMS IN BID SCHEDULE.

The Government's payment for the Fixed Items listed in the Bid Schedule, which will be paid monthly, shall constitute full compensation to the Contractor for (1) Furnishing all management, tools, supplies equipment and labor; and (2) Performing all operations required to complete the work in conformity with the Statement of Work (SOW). The Contractor shall include in the prices for the Fixed Items listed in the Schedule all costs for work in the Statement of Work (SOW), whether or not specifically listed in the Schedule.

3. ORDERING REQUIREMENTS ITEMS.

a. Any supplies and services to be furnished under this contract for the Requirements Items in Bid Schedule shall be ordered by issuance of Task Service Orders on DD Form 1155 by the individuals or activities designated in this contract. Such orders may be issued throughout the contract periods.

b. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in Bid schedule, up to and including the quantity designated in the Bid Schedule as the "Minimum" amount.

c. Except for any limitations on quantities in the Schedule, there is no limit on the number or orders that may be issued.

4. **TASK ORDER LIMITATIONS.** See Bid Schedule, for Task Service Order limitations.

5. **NOT USED**

6. **NOT USED**

7. CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT. (242.204-7003) (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

8. **RELEASE OF INFORMATION.** The Contractor shall not make news releases or otherwise provide information relative to the performance of this contract or information relative to any incident occurring on Fort Lewis, Washington, without prior approval of the Contracting Officer.

9. CONTRACTING OFFICER'S AUTHORITY.

a. The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor or the Contractor's employee effects any such change at the direction of any person other than the CO, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

b. If the Contractor or the Contractor's employee believes technical direction given involves a change in contractual requirements, he/she shall immediately notify the CO. Such redirection or modification of contract terms will be accomplished by the issuance of change orders or supplemental agreements signed by the CO.

10. SUCCESSOR CONTRACTING OFFICERS. (52.0201-4001) The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

11. RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR, AND CONTRACTOR PERSONNEL.

a. The Government and the Contractor understand and agree that the services to be delivered under this contract are non-personal services and that no employer-employee relationship exists or will exist under the contract between the Government and the contractor or between the Government and the Contractor's personnel. Further, the Contractor is not the Government's agent.

b. The Government will not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not become an integrated part of the Government organization in connection with performance under this contract.

c. The services to be performed under this contract do not required the Contractor or his/her employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

d. Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

12. OPTION TO EXTEND THE TERM OF THE CONTRACT. (52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before completion of the contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

13. SHORT-TERM OPTION.

a. The contract term may be extended, at the Government's option, for a period of up to six (6) months, in increments of not less than one (1) month. If the contract contains an unexercised option, this short-term extension(s), shall be subtracted from the total duration of the immediately succeeding option period that may follow

as a result of exercise of the clause 52.217-9 "Option to Extend the Term of the Contract" and the annual option period shall not exceed a 12-month duration.

b. This option may be exercised by the Government by unilateral modification at least seven (7) calendar days prior to expiration of the contract period, as such period may have been extended; provided that the Contracting Officer shall have given notice of the Government's intention to exercise the option at least 15 calendar days before this contract is to expire. If the Government exercises this option, the contract as renewed shall be deemed to include this option provision.

c. For wage rates, the rates shall be the rates and fringe benefits that are applicable to the appropriate contract period (i.e., the wage determinations are in effect for 12 months, and then shall be updated to reflect current wage determinations.

14. INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (FAR 52.228-5) (JAN 1997)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as laws of the State in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. Insurance Liability Schedule (FAR 28.307? 2)

(1) Workers compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(A) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(B) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing work under the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing work under the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

15. PERMITS AND LICENSES. Unless otherwise specified in this contract, the Contractor shall obtain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County or municipal laws, codes and regulations in connection with this contract.

16. POSTAWARD CONFERENCE. (52.242-7000) (DEC 1991) The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

17. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS. Any proposed

(a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

18. YEAR 2000 WARRANTY: In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task orders issued under this contract, all information technology contained therein shall be Year 2000 compliant. Specifically:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the (insert the name and address of the Division/ District) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the (insert the name and address of the Division/ District) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the (insert the name and address of the Division/ District) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

END OF SECTION H

This page intentionally blank

Section I - Contract Clauses

INDEX OF CLAUSES - SECTION I

52.201-4001	Successor Contracting Officers	DEC 1999
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-2 Alt I	Audit and Records--Negotiation (Jun 1999) - Alternate I	JAN 1997
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-2 Alt III	Audit and Records--Negotiation (Jun 1999) Alternate III	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.216-2	Economic Price Adjustment - Standard Supplies	JAN 1997
52.216-3	Economic Price Adjustment - Semistandard Supplies	JAN 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996

52.219-23 Alt II	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001) Alternate II	OCT 1998
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.225-15	Sanctioned European Union Country End Products	FEB 2000
52.225-16	Sanctioned European Union Country Services	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-4	Federal, State And Local Taxes (Noncompetitive Contract)	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-30	Installment Payments for Commercial Items	OCT 1995
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-15	Schedules for Construction Contracts	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991

52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-2	Permits, Authorities, or Franchises	JAN 1997
52.247-3	Capability to Perform a Contract for Relocation of a Federal Office	APR 1984
52.247-3 Alt I	Capability to Perform a Contract for Relocation of a Federal Office (Apr 1984) - Alternate I	APR 1984
52.247-5	Familiarization With Conditions	APR 1984
52.247-7	Freight Excluded	APR 1984
52.247-8	Estimated Weights or Quantities Not Guaranteed	APR 1984
52.247-9	Agreed Weight - General Freight	APR 1984
52.247-10	Net Weight - General Freight	APR 1984
52.247-11	Net Weight - Household Goods or Office Furniture	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-17	Charges	APR 1984
52.247-18	Multiple Shipments	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-26	Government Direction and Marking	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-28	Contractor's Invoices	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991

252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Mar 1998) - Alternate I	MAR 1998
252.225-7015	Preference For Domestic Hand Or Measuring Tools	DEC 1991
252.225-7016 Alt I	Restriction on Acquisition of Ball and Roller Bearings (Dec 2000) Alternate I	DEC 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7036	Buy American--North American Free Trade Agreement Implementation Act--Balance of Payments Program	MAR 1998
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt I	Transportation of Supplies by Sea(May 2002) Alternate I	MAR 2000
252.247-7023 Alt II	Transportation of Supplies by Sea(May 2002) Alternate II	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUL 1995) -- ALTERNATE I (OCT 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United

States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

- (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
- (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or

proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999) - ALTERNATE I (JAN 1997)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record

that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999) - ALTERNATE II (APR 1998)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting

Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

2. The provisions of OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations," apply to this contract.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999) - ALTERNATE III (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any

combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example,

distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or

subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or

regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format]

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

52.216-3 ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the supplies identified as line items _____ [offeror insert Schedule line item number] in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the

Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **10 calendar days before completion of the contract period.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **10 calendar days before completion of the contract period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years.**

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned

small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001) ALTERNATE I (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of None, 0 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP

2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in

employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not

performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and

health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply

to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (FEB 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution,

dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year

during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (FEB 2000)

(a) Definitions. As used in this clause--

Sanctioned European Union country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a sanctioned European Union (EU) member state; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a sanctioned EU member state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Sanctioned European Union member state means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not deliver any sanctioned European Union country end products under this contract.

(End of clause)

52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)

(a) Definition. Sanctioned European Union member state, as used in this clause, means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not perform services under this contract in a sanctioned European Union member state. This prohibition does not apply to subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

3. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that

was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)

(a) "Contract date," as used in this clause, means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax," as used in this clause, means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," as used in this clause, means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the

contract.

(b) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned," as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

"Tax" and "taxes," as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred

to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items. (FEB 2002)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be

liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing installment payment as specified in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Computation of amounts. Installment payment financing shall be paid to the Contractor when requested for each separately priced unit of supply (but not for services) of each contract line item in amounts approved by the Contracting Officer pursuant to this clause.

(1) Number of installment payments for each contract line item. Each separately priced unit of each contract line item is authorized a fixed number of monthly installment payments. The number of installment payments authorized for each unit of a contract line item is equal to the number of months from the date of contract award to the date one month before the first delivery of the first separately priced unit of the contract line item. For example, if the first scheduled delivery of any separately priced unit of a contract line item is 9 months after award of the contract, all separately priced units of that contract line item are authorized 8 installment payments.

(2) Amount of each installment payment. The amount of each installment payment for each separately priced unit of each contract line item is equal to 70 percent of the unit price divided by the number of installment payments authorized for that unit.

(3) Date of each installment payment. Installment payments for any particular separately priced unit of a contract line item begin the number of months prior to the delivery of that unit that are equal to the number of installment payments authorized for that unit. For example, if 8 installment payments are authorized for each separately priced unit of a contract line item, the first installment payment for any particular unit of that contract line item would be 8 months before the scheduled delivery date for that unit. The last installment payment would be 1 month before scheduled delivery of a unit.

(4) Limitation on payment. Prior to the delivery payment for a separately priced unit of a contract line item, the sum of all installment payments for that unit shall not exceed 70 percent of the price of that unit.

(c) Contractor request for installment payment. The Contractor may submit requests for payment of installment payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all installment payments in any month for which payment is being requested shall be included in a single request, appropriately itemized and totaled.

(d) Dates for payment. An installment payment under this clause is a contract financing payment under the Prompt Payment clause of this contract, and except as provided in paragraph (e) of this clause, approved requests shall be paid within 30 days of submittal of a proper request for payment.

(e) Liquidation of installment payments. Installment payments shall be liquidated by deducting from the delivery payment of each item the total unliquidated amount of installment payments made for that separately priced unit of that contract line item. The liquidation amounts for each unit of each line item shall be clearly delineated in each request for delivery payment submitted by the Contractor.

(f) Security for installment payment financing. In the event the Contractor fails to provide adequate security as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer

at his sole discretion deems repayable.

(g) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated installment payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(h) Reservation of rights. (1) No payment, vesting of title under this clause, or other action taken by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(i) Content of Contractor's request for installment payment. The Contractor's request for installment payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for installment payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An itemized and totaled statement of the items, installment payment amount, and month for which payment is being requested, for each separately priced unit of each contract line item.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If

the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the

Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously

delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided else-where in this contract, the Contractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(End of clause)

52.246-24 LIMITATION OF LIABILITY HIGH-VALUE ITEMS (FEB 1997)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means

the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.
- (d)(1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.
- (2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--
- (i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; (ii) Provide other equitable relief.
- (e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--
- (1) Warranty of technical data;
 - (2) Ground and flight risks or aircraft flight risks; or
 - (3) Government property.
- (End of clause)

52.246-24 LIMITATION OF LIABILITY HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)

(This clause shall apply only to those items identified in this contract as being subject to this clause.)

- (a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.
- (d)(1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.
- (2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--
- (i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; (ii) Provide other equitable relief.
- (e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--
- (1) Warranty of technical data;
 - (2) Ground and flight risks or aircraft flight risks; or
 - (3) Government property.
- (End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
- (1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (JAN 1997)

(a) The offeror does (), does not (), hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

52.247-3 CAPABILITY TO PERFORM A CONTRACT FOR THE RELOCATION OF A FEDERAL OFFICE (APR 1984)

(a) If the move specified in this contract is to be performed by the Contractor as a carrier within the borders of more than one State, including the District of Columbia, (i.e., an interstate move), the Contractor shall have obtained and hold appropriate and current operating authority from the Interstate Commerce Commission.

(b)(1) If the move specified in this contract is to be performed by the Contractor as a carrier wholly within the borders of one State or the District of Columbia (i.e., an intrastate move), the Contractor shall, when required by the State, or the District of Columbia, in which the move is to take place, have obtained and hold appropriate and current operating authority from that jurisdiction in the form of a certificate, permit, or equivalent license to operate.

(2) If no authority to operate is required by the State or the District of Columbia, the Contractor as carrier shall maintain facilities, equipment, and a business address within the jurisdiction in which the move is to take place. However, if the move is to originate and/or terminate within an area of one State, or the District of Columbia, that comprises a part of a recognized Commercial Zone (see 49 CFR 1048) the boundaries of which encompass portions of

more than one State or the District of Columbia, it shall be sufficient if the Contractor as carrier maintains facilities, equipment, and a business address within the Commercial Zone and holds appropriate operating authority, if required, from the jurisdiction within which the Contractor maintains the facilities, equipment, and business address.

(c) If the move specified in this contract will not be performed by the Contractor as carrier, it must be performed for the Contractor by a carrier operating under a subcontract with the Contractor. In this case, the Contractor shall not be subject to the requirements of paragraphs (a) and (b) above, but shall be responsible for requiring and ensuring that the subcontractor carrier complies with those requirements in every respect.

(d) The Contractor shall be in compliance with the applicable requirements of this clause at least 14 days before the date on which performance of the contract shall commence under the terms specified; except that, if the period from the date of award of the contract to the date that performance shall commence is less than 28 days, the Contractor shall comply with the applicable requirements of this clause midway between the time of award and the time of commencement of performance.

(End of clause)

52.247-3 CAPABILITY TO PERFORM A CONTRACT FOR THE RELOCATION OF A FEDERAL OFFICE (APR 1984) - ALTERNATE I (APR 1984)

(a) If the move specified in this contract is to be performed by the Contractor as a carrier within the borders of more than one State, including the District of Columbia, (i.e., an interstate move), the Contractor shall have obtained and hold appropriate and current operating authority from the Interstate Commerce Commission.

(b) If the move specified in this contract will not be performed by the Contractor as carrier, it must be performed for the Contractor by a carrier operating under a subcontract with the Contractor. In this case, the Contractor shall not be subject to the requirements of paragraphs (a) above, but shall be responsible for requiring and ensuring that the subcontractor carrier complies with those requirements in every respect.

(c) The Contractor shall be in compliance with the applicable requirements of this clause at least 14 days before the date on which performance of the contract shall commence under the terms specified; except that, if the period from the date of award of the contract to the date that performance shall commence is less than 28 days, the Contractor shall comply with the applicable requirements of this clause midway between the time of award and the time of commencement of performance.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-7 FREIGHT EXCLUDED (APR 1984)

Excluded from the scope of this contract are shipments that can be more advantageously or economically moved via parcel post or small package carrier; shipments of unusual value, explosives and other dangerous articles, household goods, commodities in bulk, commodities injurious or contaminating to other freight; and shipments that the Government may elect to move in Government vehicles.

(End of clause)

52.247-8 ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED (APR 1984)

The estimated weights or quantities are not a guarantee of actual weights or quantities, as the Government does not guarantee any particular volume of traffic described in this contract. However, to the extent services are required as described in this contract and in accordance with the terms of this contract, orders for these services will be placed with the Contractor.

(End of clause)

52.247-9 AGREED WEIGHT--GENERAL FREIGHT (APR 1984)

The shipping activity shall determine the weight of each shipment. The weight shall be shown on the covering shipping document and shall be accepted by the Contractor as the agreed weight.

(End of clause)

52.247-10 NET WEIGHT--GENERAL FREIGHT (APR 1984)

(a) The net weight of the shipment shall be determined by deducting the tare weight of the vehicle (determined by having the empty vehicle with a full tank of fuel weighed by a certified weighmaster on a certified scale) from the gross weight of the vehicle (determined by having the loaded vehicle with a full tank of fuel weighed by a certified weighmaster on a certified scale).

(b) The Contractor shall attach the original copies of the empty and loaded weight certificates to the invoice for services.

(End of clause)

52.247-11 NET WEIGHT--HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)

(a) Net weight--full loads. The net weight of the shipment shall be determined by deducting the tare weight of the vehicle (determined by having a certified weighmaster weigh on a certified scale the empty vehicle with all blankets, pads, chains, dollies, hand trucks, and all other necessary equipment inside the vehicle) from the gross weight of the vehicle (determined by having a certified weighmaster weigh on a certified scale the fully loaded vehicle before arrival at destination).

(b) Net weight--part loads. The net weight of the first part load shall be determined in the same manner as specified for a full load. The net weight of the second part load shall be determined by using as the tare weight of the vehicle the gross weight of the vehicle containing the first part load and deducting this weight from the new gross weight (determined by having the loaded vehicle weighed again, in the same manner as specified for the full load). The same procedure shall apply for each succeeding part load.

(c) Weight certificates. The contractor shall attach the original copy of each weight certificate to the invoice for services.

(End of clause)

52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of clause)

52.247-13 ACCESSORIAL SERVICES--MOVING CONTRACTS (APR 1984)

(a) Packing and/or crating and padding. The Contractor shall--

(1) Perform all of the packing and/or crating and padding necessary for the protection of the goods to be transported;

(2) Furnish packing containers, including, but not limited to, barrels, boxes, wardrobes, and cartons; all crating materials; and all padding materials and equipment;

(3) Furnish or cause to be furnished, when necessary, padding or other protective material for the interior of the buildings, including elevators, from and to which the property will be moved under this contract; and

(4) Ensure that all containers and materials are clean and of quality sufficient for protection of the goods.

(b) Disassembling and reassembling of property and servicing appliances. The disassembling of property; e.g., beds and sectional bookcases, and the preparing of appliances; e.g., washers, driers, and record players, for shipment shall be performed by the Contractor. The Contractor shall reassemble the property and service the appliances upon delivery at the new location.

(c) Unpacking and/or uncrating and placement of property. The Contractor shall unpack and/or uncrate all property that was packed and/or crated for movement under this contract. The Contractor shall also place the property in the new location as instructed by the owner of the property or authorized representative, and shall remove all packing and similar or related material from the premises as requested by the owner.

(End of clause)

52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)

The Contractor shall diligently count and examine all goods tendered for shipment, receipt for them, and make appropriate written exception for any goods not in apparent good order.

(End of clause)

52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)

(a)(1) Unless otherwise specified in this contract to cover store-door or inside delivery, the Contractor shall load and unload shipments at no additional expense to the Government.

(2) The Government or its agent will place or receive freight at the tailgate of the Contractor's vehicle. Tailgate delivery, for purposes of this contract, is defined as that which enables a forklift truck or similar equipment, with operator only, to place or remove cargo from the tailgate of the Contractor's vehicle.

(b) If loading is the responsibility of the Contractor, the Contractor shall perform all shoring, blocking, and bracing. The Contractor shall provide dunnage at the Contractor's expense.

(End of clause)

52.247-16 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)

(a) When, through no fault of the Contractor, a shipment cannot be delivered, the Contractor shall contact the shipper for disposition instructions. If the shipment is ordered returned to the origin point, the charges assessed for the return trip shall be the same as the charges assessed for the outbound trip. The shipper shall maintain a record of the goods that, through no fault of the Contractor, could not be delivered and are returned to the shipper. If, at a future date, the returned goods are determined to be related to a claim against the Contractor, the claim will be adjusted accordingly.

(b) When, through the fault of the Contractor, a shipment cannot be delivered, the Contractor shall return the shipment to the origin point at no charge to the Government. Any charges incurred for redelivery, which are in excess of the charges that would have been incurred under this contract, shall be for the Contractor's account in accordance with the Default clause of the contract.

(End of clause)

52.247-17 CHARGES (APR 1984)

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

(End of clause)

52.247-18 MULTIPLE SHIPMENTS (APR 1984)

When multiple shipments are tendered at one time to the Contractor for movement from one origin to multiple consignees at the same destination, the rate charged for each shipment shall be the rate applicable to the aggregate weight.

(End of clause)

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of clause)

52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)

Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the movement covered by this contract.

(End of clause)

52.247-26 GOVERNMENT DIRECTION AND MARKING (APR 1984)

The agency being relocated shall tag or mark property, showing floor, room number, and location where property is to be placed in the new building. The agency shall provide sufficient personnel to direct the Contractor's personnel in the placement of the property at destination.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this

contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.247-28 CONTRACTOR'S INVOICES (APR 1984)

The Contractor shall submit itemized invoices as instructed by the agency ordering services under this contract. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its

agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.

(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

4. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

5. The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

6. If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
 - (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as —
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
 - (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify —
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
 - (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
 - (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.
- (End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

7. The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of this contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Deliverable Item		
Precious Metal*	Quantity	(NSN and Nomenclature)
<hr/>		
<hr/>		
<hr/>		

* If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals --one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (AUG 2000)

(a) Definitions. Qualifying country and qualifying country end products have the meaning given in the Buy American Act and Balance of Payments Program clause, Buy American Act--Trade Agreements--Balance of Payments Program clause, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause, or Trade Agreements clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed--

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, or unless supplies were imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract, no amount is or will be included in the contract price for duty for--

(1) End items that are qualifying country end products; or

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country.

(d) The Contractor warrants that--

(1) All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and

(2) The Contractor will pay duty to the extent that such supplies, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall--

(1) Consign the shipments to the appropriate--

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information--

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv) (A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Building 120, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate

(v)Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi)Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A

(g) Preparation of customs forms. (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCM New York for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry

(h)The contractor agrees--

(1)To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2)To consign the shipment as specified in paragraph (f) of this clause; and

(3)To mark the exterior of all packages as follows:

(i)"UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii)The activity address number of the contract administration office actually administering the prime contract.

(i)The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain--

(1)Prime contractor's name, address, and CAGE code;

(2)Prime contract number, and delivery order number if applicable;

(3)Total dollar value of the prime contract or delivery order;

(4)Expiration date of the prime contract or delivery order;

(5)Foreign supplier's name and address;

(6)Number of the subcontract/purchase order for foreign supplies;

(7)Total dollar value of the subcontract for foreign supplies;

(8)Expiration date of the subcontract for foreign supplies;

(9)List of items purchased;

(10)An agreement by the Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;

(11)The qualifying country; and

(12)The scheduled delivery date(s).

(j)This clause does not apply to purchases of qualifying country supplies in connection with this contract if--

(1)The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2)It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k)The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i)(1), (2), and (3) of this clause will be included in applicable subcontracts.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
 - (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;
 - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
- (End of clause)

(a) Definitions.

As used in this clause--

(1) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(2) Specialty metals means--

(i) Steel--

(A) Where the maximum alloy content exceeds one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) That contains more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(b) The Contractor agrees that any specialty metals incorporated in articles delivered under this contract will be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to the extent that--

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The specialty metal is melted in a qualifying country or is incorporated in an article manufactured in a qualifying country;

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs; or

(4) The specialty metal is purchased by a subcontractor at any tier.

(End of clause)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) - ALTERNATE I (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(2) Specialty metals means--

(i) Steel--

(A) Where the maximum alloy content exceeds one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) That contains more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(b) The Contractor agrees that any specialty metals incorporated in articles delivered under this contract will be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to the extent that--

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The specialty metal is melted in a qualifying country or is incorporated in an article manufactured in a qualifying country; or

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs.

(d) The Contractor agrees to include the terms of this clause, including this paragraph (d), in every subcontract or purchase order awarded under this contract unless the item being purchased contains no specialty metals.

(End of clause)

252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (DEC 1991)

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000) ALTERNATE I (DEC 2000)

(a) Definitions.

As used in this clause--

(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.

(2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c) (1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.

(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)

(a) Reporting criteria.

Reporting under this clause is required for--

(1) Offers exceeding \$10 million, if the Offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds \$500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding \$10 million, when any part that exceeds \$500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding \$500,000, when any part that exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation will be performed outside the United States, unless a foreign place of performance is --

(i) The principal place of performance; and

(ii) Indicated by the Offeror's entry in the Place of Performance provision of the solicitation.

(b) Submission of reports.

(1) The Offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The Contractor shall submit reports required by paragraph (a)(2) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The Contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to—Deputy Director of Defense Procurement (Foreign Contracting) OUSD(AT&L)DP(FC) Washington, DC 20301-3060

(4) The Offeror/Contractor shall submit reports on DD Form 2139, Report of Contract Performance Outside the United States. Computer-generated reports are acceptable, provided the report contains all information required by DD Form 2139. Copies of DD Form 2139 may be obtained from the Contracting Officer.

(c) Flowdown requirements. (1) The Contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding \$500,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

8. The Contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) Information required.

(1) Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for--

(i) Subcontracts;

(ii) Purchases; and

(iii) Intracompany transfers when transfers originate in a foreign location.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a

United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions. As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Foreign end product means an end product other than a domestic end product.

(5) North American Free Trade Agreement (NAFTA) country means Canada or Mexico.

(6) NAFTA country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(9) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.

(c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a domestic end product. (d) The offered price of qualifying country end products, or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

(End of clause)

252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS (AUG 2000)

(a) Definition. Eligible end product, as used in this clause, means--

(1) Designated country end product, Caribbean Basin country end product, or NAFTA country end product, as defined in the Trade Agreements clause of this contract;

(2) NAFTA country end product, as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or

(3) Canadian end product, as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed--

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.

(d) The Contractor warrants that--

(1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and

(2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree. (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall--

(1) Consign the shipments to the appropriate--

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information--

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management (DCM) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Building 120, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM, New York, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required,

the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, CDM, New York, is required.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

(g) Preparation of customs forms. (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCM New York for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees--

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies, of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all packages as follows:

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain--

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for eligible end products;

(7) Total dollar value of the subcontract for eligible end products;

(8) Expiration date of the subcontract for eligible end products;

(9) List of items purchased;

(10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and

(11) The scheduled delivery date(s).

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

- (1) Within 59 working days of subcontract award;
 - (2) While a challenge is pending; or
 - (3) If a subcontractor is determined to be an ineligible participant.
- (e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:
- (i) The estimated cost of cost-type contract.
 - (ii) The target cost of a cost-plus-incentive-fee contract.
 - (iii) The target cost and ceiling price of a fixed-price incentive contract.
 - (iv) The price of a firm-fixed-price contract.
- (2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.
- (5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--
- (1) Are for other than commercial items; and
 - (2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

- (a) Definitions. As used in this clause:
- (1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
 - (2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
 - (3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be

reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is --

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/ (LIST)	Basis for Assertion \2/ (LIST)	Asserted Rights Category \3/ (LIST)	Name of Person Asserting Restrictions \4/ (LIST)
--	--------------------------------------	--	---

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above

identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
 - (ii) Has been offered for sale, lease, or license to the public;
 - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
 - (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.
- (2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
- (3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
- (5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (6) Developed means that--
- (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
 - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
 - (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
- (7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
- (i) Private expense determinations should be made at the lowest practicable level.
 - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.
- (9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government

contract.

(10) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on

the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure

of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
---	------------------------	------------------------------	--

* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number), License No. (Insert license identifier). Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their

subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) "Commercial item" does not include commercial computer software.

(2) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(3) The term "item" includes components or processes.

(4) "Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) License. (1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that--

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not--

(i) Use the technical data to manufacture additional quantities of the commercial items; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract.

(c) Additional license rights. The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) Release from liability. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(End of clause)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights to contract award. By submission of its offer, the Offeror agrees that the Government--

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award--The Contractor agrees--

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)

(a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) Requests for information.

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the--

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may--

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restrictions and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct the strike the markings at the Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) Government right to challenge and validate asserted restrictions. (1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Challenge procedures. (1) A challenge must be in writing and shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (f)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has--

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the contractor a reasonable opportunity for responding to each challenge.

(g) Contractor appeal--Government obligation. (1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (g)(3) of this clause, it will honor the asserted restriction--

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has: (A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or (B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to--

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (g)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(h) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained--

(i) Any restrictive marking on such computer software shall be struck or corrected at the contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained--

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(i) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

(End of clause)

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him

shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Technical Data and Computer Software" clause of this contract.

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items --presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision.

Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)

(a) Definitions. As used in this clause--

(1) Material management and accounting system means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) Valid time-phased requirements means material which is --

Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and

(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) Contractor means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) General. The Contractor agrees to--

(1) Maintain a material management and accounting system (MMAS) that--

(i) Reasonably forecasts material requirements;

(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and

(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions.

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (f) of this clause.

(c) Applicability. Paragraphs (d) and (e) of this clause apply only if the Contractor--

(1) Is a large business; and

(2) Received, in its fiscal year preceding award of this contract, Department of Defense prime contracts or subcontracts, and their modifications totaling--

(i) \$70 million or more; or

(ii) \$30 million or more (but less than \$70 million), and is notified in writing by the Contracting Officer that paragraphs (d) and (e) apply.

(d) Disclosure, demonstration, and maintenance requirements. (1) The Contractor shall--

Disclose its MMAS to the Administrative Contracting Officer in writing; and

(ii) If requested by the Administrative Contracting Officer, demonstrate that the MMAS conforms to the standards in paragraph (f) of this clause.

(2) An MMAS disclosure is adequate when the Contractor has provided the Administrative Contracting Officer with documentation which--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in its MMAS; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the MMAS.

(3) An MMAS demonstration is adequate when the Contractor has provided the Administrative Contracting Officer--

(i) Sufficient evidence to demonstrate the degree of compliance of its MMAS with the standards at paragraph (f) of this clause; and

(ii) Identification of any significant deficiencies, the estimated cost impact of the deficiency, and a comprehensive corrective action plan.

(4) The Contractor shall disclose significant changes in its MMAS to the Administrative Contracting Officer within 30 days of implementation.

(5) If the contractor desires the Government to protect such information as privileged or confidential, the Contractor shall--

(i) Notify the Government representative to whom the information is submitted, i.e., the ACO, or the auditor; and

(ii) Ensure an appropriate legend is on the face of the document(s) at the time of submission.

(e) Deficiencies. (1) If the Contractor receives a report which identifies deficiencies in its MMAS, the Contractor agrees to respond as follows--

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall--

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days,

state its rationale for each area of disagreement.

(2) The Administrative Contracting Officer shall evaluate the Contractor's response and notify the Contractor of the--

- (i) Determination concerning remaining deficiencies;
- (ii) Adequacy of any proposed or completed corrective action plan; and
- (iii) Need for any new or revised corrective action plan.

(f) MMAS standards. MMAS systems shall have adequate internal accounting and administrative controls to ensure system and data integrity, and comply with the following:

(1) Have an adequate system description including policies, procedures, and operating instructions which comply with the Federal Acquisition Regulation and Defense FAR Supplement;

(2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions--

(i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.

(ii) If systems have accuracy levels below these, the Contractor shall demonstrate that--

(A) There is no material harm to the Government due to lower accuracy levels; and

(B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;

(3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions such as excess/residual inventory as soon as known;

(4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;

(5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall demonstrate that--

(i) There is no material harm to the Government due to lower accuracy levels; and

(ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;

(6) Provide detailed descriptions of circumstances which will result in manual or system generated transfers of parts;

(7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions--

(i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.

(ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). Consistency shall be maintained across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.

(iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the Administrative Contracting Officer. When the technique is used, the Contractor shall have controls to ensure--

(A) Parts are paid back expeditiously;

(B) Procedures and controls are in place to correct any overbilling that might occur;

(C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed; and

(D) The cost of the replacement part is charged to the borrowing contract;

(8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (b)(2) and (7) of this clause) to ensure that--

(i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;

(ii) Inventories retained for requirements which are not under contract are not allocated to contracts; and

(iii) Algorithms are maintained based on valid and current data;

(9) Notwithstanding FAR 45.505-3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (f)(1) through (8) of this clause. Government furnished material shall not be--

(i) Physically commingled with other material; or

(ii) Used on commercial work; and

(10) Be subjected to periodic internal audits to ensure compliance with established policies and procedures.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of

manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL-----		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE I (MAR 2000)

(a) Definitions. As used in this clause—

- (1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.
- (4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE II (MAR 2000)

(a) Definitions. As used in this clause—

(1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.

(4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) “Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) “Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment),

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

This page intentionally blank

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

2ECTION J – LIST OF ATTACHMENTS

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE(S)</u>
1. Appendix D to the Statement of Work Section C	
a) Appendix D Exhibit – 1	C-D-1-1 thru C-D-1-12
b) Appendix D Exhibit – 2	C-D-2-1 thru C-D-2-12
c) Appendix D Exhibit – 3	C-D-3-1 thru C-D-3-12
d) Appendix D Exhibit – 4	C-D-4-1 thru C-D-4-12
2. Appendix E to the Statement of Work Section C	C-E-1-1
3. Quality Assurance Surveillance Plan	J-Q-1 thru J-Q-2
4. Service Wage Rates	J-S-1 thru J-S-12

This page intentionally blank

Section K - Representations, Certifications and Other Statements of Offerors

INDEX OF CLAUSES - SECTION K

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.215-6	Place of Performance	OCT 1997
52.219-1	Small Business Program Representations	APR 2002
52.219-1 Alt I	Small Business Program Representations (Apr 2002) Alternate I	APR 2002
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
52.226-2	Historically Black College or University and Minority Institution Representation	MAY 2001
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.225-7035	Buy American Act--North American Free Trade Agreement Implementation Act--Balance Of Payments Program Certificate	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

9. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(b) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

10. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561621**.

(2) The small business size standard is **10.5 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561621**.

(2) The small business size standard is **\$10.5 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal

agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost

Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications. (1) The offeror certifies that--

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

insert line item number insert country of origin

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

insert line item number insert country of origin

(iii) The following supplies are other foreign end products:

insert line item number	insert country of origin

(End of clause)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INDEX OF CLAUSES - SECTION L

52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-20 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate I	OCT 1997
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate II	OCT 1997
52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate III	OCT 1997
52.215-20 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate IV	OCT 1997
52.216-1	Type Of Contract	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-31	Invitation to Propose Financing Terms	OCT 1995
52.233-2	Service Of Protest	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.247-4	Inspection of Shipping and Receiving Facilities	APR 1984
52.247-6	Financial Statement	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting

requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR

PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE II (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for

evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media:

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price (FFP)** contract resulting from this solicitation.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

52.232-31 INVITATION TO PROPOSE FINANCING TERMS. (OCT 1995)

(a) The offeror is invited to propose terms under which the Government shall make contract financing payments during contract performance. The financing terms proposed by the offeror shall be a factor in the evaluation of the offeror's proposal. The financing terms of the successful offeror and the clause, Terms for Financing of Purchases of Commercial Items, at 52.232-29, shall be incorporated in any resulting contract.

(b) The offeror agrees that in the event of any conflict between the terms proposed by the offeror and the terms in the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items, the terms of the clause at 52.232-29 shall govern.

(c) Because of statutory limitations (10 U.S.C. 2307(f) and 41 U.S.C. 255(f)), the offeror's proposed financing shall not be acceptable if it does not conform to the following limitations:

- (1) Delivery payments shall be made only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract;
- (2) Contract financing payments shall not exceed 15 percent of the contract price in advance of any performance of work under the contract;
- (3) The terms and conditions of the contract financing must be appropriate or customary in the commercial marketplace; and
- (4) The terms and conditions of the contract financing must be in the best interests of the United States.

(d) The offeror's proposal of financing terms shall include the following:

- (1) The proposed contractual language describing the contract financing (see FAR 32.202-2 for appropriate definitions of types of payments); and
 - (2) A listing of the earliest date and greatest amount at which each contract financing payment may be payable and the amount of each delivery payment. Any resulting contract shall provide that no contract financing payment shall be made at any earlier date or in a greater amount than shown in the offeror's listing.
- (e) The offeror's proposed prices and financing terms shall be evaluated to determine the cost to the United States of the proposal using the interest rate and delivery schedule specified elsewhere in this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, CONTRACTING DIVISION,**
4735 E. MARGINAL WAY S., SEATTLE, WASHINGTON. 98134-2329

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

52.247-4 INSPECTION OF SHIPPING AND RECEIVING FACILITIES (APR 1984)

(a) Offerors are urged to inspect the shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance.

(b) Site visits have been scheduled as follows:

LOCATION: FORT LEWIS, WASHINGTON

DATE: SEE INFORMATION SHEET AT FRONT OF SOLICITATION

TIME: SEE INFORMATION SHEET AT FRONT OF SOLICITATION

For further information offerors may contact:

NAME: TIME: SEE INFORMATION SHEET AT FRONT OF SOLICITATION

TELEPHONE: SEE INFORMATION SHEET AT FRONT OF SOLICITATION

(End of clause)

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

NONE

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Name of Person Asserting
With Restrictions *	Restrictions *****
Basis for Assertion **	Asserted Rights Category ***
(LIST) *****	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

This page intentionally blank

SECTION M - EVALUATION FACTORS FOR AWARD

1. INTRODUCTION

1.1. This is a negotiated procurement. **THERE WILL NOT BE A FORMAL BID OPENING.** Proposals will be evaluated in accordance with this Section of the solicitation. A firm fixed-price contract will be awarded to the firm submitting the proposal that conforms to the request for proposals (RFP), is considered to offer the best value to the Government in terms of the evaluation factors, including price, and is determined to be in the best interest of the Government.

1.2 **It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.** Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will have the opportunity to clarify, discuss or revise your proposal.

2. EVALUATION FACTORS

2.1. Award will be based upon evaluation of the following technical and price factors listed in descending order of importance.

2.2. TECHNICAL EVALUATION CRITERIA

- 2.2.1.** RELEVANT EXPERIENCE
- 2.2.2.** QUALIFICATIONS
- 2.2.3.** PAST PERFORMANCE
- 2.2.4.** MANAGEMENT PLAN
- 2.2.5.** OPERATIONS PLAN
- 2.2.6.** QUALITY CONTROL PLAN

2.3. PRICE EVALUATION

2.3.1. Price will be evaluated, but not scored.

2.4. RELATIVE IMPORTANCE DEFINITIONS: For this evaluation, the following terms will be used to establish the relative importance of the technical criteria and sub-criteria:

2.4.1. Significantly More Important: The criterion is two and one half (2.5) times more important in value to the Government than another criterion.

2.4.2. More Important: The criterion is two (2) times more important in value to the Government than another criterion.

2.4.3. Slightly More Important: The criterion is one and one half (1.5) times more important in value to the Government than another criterion.

2.4.4. Equal: The criterion is of the same value to the Government as another criterion.

2.5. SUMMARY OF ORDER OF IMPORTANCE for Technical Criteria:

- 2.5.1.** Criteria 1 and 2 are equal.
- 2.5.2.** Criteria 1 and 2 are slightly more important than criteria 3.
- 2.5.3.** Criteria 3 is more important than criterion 4.
- 2.5.4.** Criteria 4 is more important than criteria 5 and 6.
- 2.5.6.** Criteria 5 and 6 are equal.

2.6. TECHNICAL MERIT RATINGS: Technical proposals will be evaluated and rated for each criterion using the descriptive scale outlined below:

2.6.1. Outstanding - Information submitted demonstrates an exceptional capability to perform and clear understanding of all aspects of the requirements established by the RFP. The proposal contains no deficiencies or disadvantages, and few, if any, weaknesses that are minor in nature. The proposal significantly exceeds most or all requirements established by the RFP.

2.6.2. Above Average - Information submitted demonstrates the offeror's potential to exceed performance or capability standards. Proposal reflects some strength(s) that may be of benefit to the Government. Few weaknesses or deficiencies are noted, and they are minor in nature. The proposal demonstrates that the requirements of the RFP are understood, that all requirements have been met, and some requirements exceeded.

2.6.3. Satisfactory (Neutral) - Complete and comprehensive proposal reflecting an understanding of the scope and depth of the work. Information submitted demonstrates the offeror's potential to meet the performance requirements or capability standards set forth in the RFP. Few or no advantages or strengths are provided. The proposal contains only minor weaknesses and/or deficiencies. .

2.6.4. Marginal - Information submitted demonstrates only a minimally acceptable understanding of the requirements. The submittal does not adequately address the specific criterion (or sub-criterion) and/or has several deficiencies.

2.6.5. Unsatisfactory - Information submitted fails to meet the requirements established by the RFP. The proposal includes numerous deficiencies and/or gross omissions. Proposal does not reflect an understanding of the requirements of the criterion as established by the RFP.

2.7 DEFINITIONS OF WEAKNESS AND DEFICIENCY

2.7.1. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance (i.e., meets the RFP requirements, but may have an impact on schedule or quality requirements). A ***weakness need not be corrected*** for a proposal to be considered for award, but ***may*** affect the offeror's rating.

2.7.2. Deficiency: A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of contract performance at an unacceptable level. A deficiency ***must be corrected*** for a proposal to be considered for award.

3. GENERAL SUBMITTAL REQUIREMENTS

3.1. Submit proposals in two parts: (a) **technical proposal** and, (b) **price proposal**. Each shall be submitted in a separate envelope or package, with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope/package. Proposals must set forth full, accurate, and complete information as required by this RFP. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

4. TECHNICAL SUBMITTAL REQUIREMENTS

4.1. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and moneys are expended in preparing information required by the RFP. Proposals are to be on 8 x 11-inch paper, to the maximum extent practicable, and submitted in standard letter (8 x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to **"STAND ALONE"** without need for evaluators to reference other documents. **Technical proposals are not to exceed 80 pages.** Photographs and organizational charts will not be considered a page. A photograph with text, however, is counted as one page and double-sided pages count as two pages. Proposals in excess of 80 pages may be discarded. Unnecessarily elaborate brochures, or other presentation materials, beyond those sufficient to present a complete and effective response is not desired, and may be construed as an indication of the lack of cost-consciousness.

5. MINIMUM TECHNICAL SUBMITTAL REQUIREMENTS

5.1. **RELEVANT EXPERIENCE**

Provide documentation which demonstrates the types of relevant prior experience of the team. Offers should also explain how the project provided is relevant to the proposed acquisition. (Relevant is defined as something that has a logical connection with the criteria in the RFP.) List no more than five (5) contracts, All contracts should have been performed within the last five years.

5.1.1. Information on the firm should be no more than one (1) page and should be submitted in the following format:

Prime Firm Experience with Similar Projects

Name of Firm	
Brief Description of Similar Project Experience Project Name Dollar Value of Project Year of Project started/completed Duties/Functions on the Project (e.g., General Contractor, Subcontractor) Nature of the Project Key personnel	
Brief description of how the project is relevant, and meets the requirements of this criterion	
List number of buildings and the types of buildings.	

5.1.2. Relevant Experience - Evaluation

This information will be evaluated for the similarity of size and scope to the work identified in this solicitation. More consideration may be given for work on Army installations, work performed in the Pacific Northwest and for the extent to which your firm has performed the same types and volumes of work anticipated under this contract.

5.2. QUALIFICATIONS

The Offeror shall submit the names and résumés for key personnel who will be assigned to this project. In addition, the Offeror will provide a summary of the duties and responsibilities of these individuals, which clearly indicates the individuals qualifications. All work shall be performed by licensed and bonded technicians as required by the Revised Code of Washington (RCW) 19.28, "Limited Energy" category and have all applicable licensing and qualifications as set forth in the NFPA, NEC. 4.9.2. Journeyman Fire Alarm Technicians directly employed and supervised by the Contractor shall perform or supervise all work. Journeyman Fire Alarm Technicians must have a minimum of 5 years experience in Fire Alarm/Fire Suppression Systems. Apprentices may perform work in accordance with Washington Administrative Code (WAC) guidelines for electricians and fire alarm technicians.

5.2.1. As a minimum, this subfactor should include data on the following personnel:

5.2.1.1. Project Manager: The Project Manager should be a degreed or registered engineer, experienced in project management, and have at least 5 years experience in related work on projects and equipment similar to this project.

5.2.1.2. Project Leads: The Project lead should be experienced in project lead management, and have at least 5 years experience in related work on projects and equipment similar to this project.

5.2.1.3. CQC Manager: The Contractor Quality Control (CQC) Manager should have a Minimum of 5 years experience as a CQC in related work on projects and equipment similar to this project.

5.2.1.4. Technicians: Must have all applicable licensing and qualifications as set forth in the NFPA, NEC and Washington State Regulations and at least 5 years experience in related work on projects and equipment similar to this project .

5.2.2. The proposal should clearly present the credentials of each person, and shall show that each meets the requirements listed above. Resumes should be no more than one page and submitted in the following format:

Duties/Functions for proposed project	
Firm Affiliation/Years with this Firm	
Years of Experience (working in your field proposed	

for this effort)	
Active Registration and/or Professional and/or Technical Licenses/Certifications	
Any Specific Qualifications for performing work	
Relevant Projects ❖ Project Name ❖ Dollar Value of Design and/or Construction ❖ Year of Project Completion ❖ Duties/Functions on the Project ❖ Nature of the Project	

5.2.3. Qualitication – Evaluation

Experience on similar type projects, education, responsibilities, duties, and years of experience will be evaluated for the key construction personnel identified. Offerors with key personnel with prior experience on similar military projects may receive a more favorable evaluation.

5.3. PAST PERFORMANCE

Past performance information should be provided for projects identified under the experience tab(5.1.). Government experience may be verified through the PMIS system or other Corps of Engineers data basis. For each project submitted for Private Industry, provide a completed Performance Summary Sheet for each applicable project within the last 5 years. A blank copy of the Performance Summary Sheet is attached to this section. This form must be completed by an owner or owner's representative and included in the proposal. The Government reserves the right to contact the evaluator on previous Government or Private Sector work to verify the Offeror's experience with the type of services defined in this solicitation.

5.3.1. For each project listed, provide information in the following format:

Project title and location		
Project Type:	Dollar value of entire contract and number of years	State any award or recognition received
Brief description of salient characteristics of project and the type of work done under the contract.		
Current primary POC for the customer (name, relationship to project, agency/firm affiliation, city and state, current phone number.)		
Names of firms that participated in each project. Describe the work and give percentage of work performed by subcontractors.		

5.3.2. Past Performance – Evaluation

5.3.2.1. Past Performance ratings received on any prior DOD Government work and projects completed for Private Industry will be evaluated. Higher evaluation ratings may be awarded for Exceptional evaluations. In descending order, lower ratings may be given to evaluations of Above Average, Average, Marginal, and Unacceptable. If an Offeror has no past performance evaluations within the government database or Performance Summary sheets included in the proposal, a neutral rating will be awarded. The Government reserves the right to contact the evaluators of either the PMIS system, or the Performance Summary Sheets submitted. The Government also reserves the right, but is not obligated, to query any Government agencies, databases, and publications for information such as performance evaluations, debarment, terminations, and litigation for evaluation purposes.

5.3.2.2. NO RELEVANT PAST PERFORMANCE INFORMATION

In accordance with FAR 15.305, a neutral rating will be assigned to an Offeror without a record of relevant past performance or for whom information on past performance is not available. However, an Offeror may submit and be evaluated on past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

5.3.2.3. ADVERSE PAST PERFORMANCE INFORMATION

In accordance with FAR 15.306, the Government may initiate exchanges with an Offeror to clarify adverse past performance information when the Offeror has not previously had an opportunity to comment.

5.4. MANAGEMENT PLAN

5.4.1. Organization Chart: Submit an organization chart that shows all personnel in the proposed organizational structure for this contract. At a minimum, the chart should show all personnel (corporate and crew), lines of authority, local management and Quality Control (QC), lead personnel and crews.

5.4.2. Descriptions of Duties: Provide a description of duties for each function listed in the organization chart. Each description should state the following: a) title, (b) duties, (c) authorities. The types of personnel included in the descriptions should include as a minimum: Contract Project Manager, Lead QC Representative, Technical Personnel, General Maintenance Personnel

5.4.3. Minimum Qualifications: Provide the minimum qualifications for each position listed in the organization chart.

5.4.4. Management Plan – Evaluation

The Management Plan will be evaluated for completeness and the set-up and adequacy of the organizational structure. The more superior the organizational structure and the qualifications of proposed positions, the more consideration will be assigned.

5.5. OPERATION PLAN

5.5.1. Provide brief narratives on the following subjects:

- 5.5.1.1. Describe how you plan to phase into this contract.
- 5.5.1.2. Describe how you plan to phase out at the end of this contract.
- 5.5.1.3. Describe how you plan to manage fluctuations in volume.
- 5.5.1.4. Describe how you plan to a diminishing contract.

5.5.2. Operation Plan – Evaluation

The Operation Plan will be evaluated for completeness and adequacy. The more superior the proposed plan, the more consideration will be assigned.

5.6. QUALITY CONTROL PLAN

5.6.1. Provide a brief narrative, and describe methods to be used for this contract, for each of the following.

5.6.1.1. Methods of QC surveillance

5.6.1.2. Methods of QC problem resolution

5.6.2. Quality Control Plan – Evaluation

The more complete and superior the proposed plan, the more consideration will be assigned. In addition, the more work performed on an army installation on contracts of similar size and scope, and on the Pacific Northwest, the more consideration will be assigned.

6. TECHNICAL PROPOSAL FORMAT

6.1 Submit original plus 4 copies.

6.1.1. Each copy of the technical proposal shall contain

6.1.1.1. Cover letter signed by an official authorized to bind organization that includes a statement to the effect that the proposal is firm for a period of not less than 120 calendar days after the date of the offer.

6.1.1.2. Table of Contents

6.1.1.3. Technical Proposal consisting of the following parts

- 6.1.1.3.1. PAST PERFORMANCE
- 6.1.1.3.2. RELEVANT EXPERIENCE
- 6.1.1.3.3. QUALIFICATIONS
- 6.1.1.3.4. MANAGEMENT PLAN
- 6.1.1.3.5. OPERATION PLAN
- 6.1.1.3.6. QUALITY CONTROL PLAN

7. PRICE PROPOSAL FORMAT

7.1 Submit original plus 1 copy.

7.1.1. Price proposal is **DUE AT THE SAME TIME** as technical proposals.
Submit **originals only** as follows:

7.1.1.1. Solicitation, Offer and Award Form

7.1.1.2. Schedule

7.1.1.3. Representations and Certifications

8. PROPOSAL EVALUATION AND AWARD

8.1 Subject to provisions contained herein, award will be made to one offeror. The Government will select the offeror providing the Best Value based on technical merit, cost or price and other pertinent factors. No proposal shall be accepted that does not address all criteria specified in this solicitation or which includes stipulations or qualifying conditions. To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. Evaluation will consist of technical factors and price. The evaluation process used to determine the most advantageous offer is described in the following paragraphs.

8.1.1. Technical Proposal Evaluation

8.1.1.1. A Technical Evaluation Team (TET) will evaluate all technical proposals. Cost or pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals. Culmination of the technical evaluation will be assignment of a technical score for each offer.

8.1.1.2. The following procedure will be used in evaluating technical proposals. Fifty percent (50%) of the maximum allowable consideration for each criterion are available for providing in your proposal the types and amounts of information or other requirements (i.e., qualifications) that demonstrate your firm's knowledge, skills and abilities to perform the types of services required under this contract.

8.1.1.3. The other 50% of the consideration will be assigned to the extent the proposal demonstrates understanding of the work requirements, knowledge of the subject matter areas, and superiority of services and/or qualifications to be provided. If an item of the proposal does not provide adequate information regarding the types and amounts of information or other requirements (i.e., qualifications) to demonstrate your firm's knowledge, skills and abilities to perform the types of services required under the contract, fewer than 50% of consideration will be assigned to correspond with the degree of lack of information or adequate knowledge, skills and abilities to perform work under the contract.

8.2. Price Proposal Evaluation

8.2.1. Price is of secondary importance to technical factors.

8.2.2. Price will be evaluated for completeness and reasonableness.

9. SELECTION AND AWARD

9.1. It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss or revise your proposal. If award is not made on initial offers, discussions will be conducted as described below.

9.2 COMPETITIVE RANGE

9.2.1. After initial evaluation of proposals, if the Contracting Officer determines that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency (i.e., the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted). Discussions may be held with

firms in the competitive range.

9.3 DISCUSSIONS

9.3.1. Written or oral (i.e., telephonic) discussions may be conducted by the Government and all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for Final Offers, the date and time of which will be common to all offerors.

9.3.2. If discussions are conducted, then after receipt of Final Offers, the TET will evaluate supplemental information provided by offerors, adjust technical scores previously assigned, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changes to proposed prices, the Contracting Officer will perform a best-value analysis. Selection will be made on the basis of the responsible offer, which conforms to the RFP and represents the most advantageous offer to the Government, subject to availability of funds.

10. BEST VALUE ANALYSIS

10.1. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among cost or price and non-cost factors and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

10.2. For this solicitation, price is of secondary importance to the technical factors. The Best Value offer will be selected using a tradeoff analysis of technical score and price. In making this determination, the Government is concerned with achieving the most favorable balance among the technical and price factors. The closer the technical ratings are to one another, the greater the importance of the price in selecting the best value offer. And, the closer the prices are to one another, the greater the importance of technical ratings in the selection decision.

11. DEBRIEFINGS

11.1. Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award. The offeror may request a preaward debriefing by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition. At the offeror's request, the debriefing may be delayed until after award, and it shall include all information normally provided in a post award debriefing.

11.2. Debriefings delayed until after award could affect the timeliness of any protest filed subsequent to the debriefing. A preaward debriefing shall not disclose: (a) number of offerors, (b) identity of other offerors, (c) content of other offerors proposals, (d) ranking of other offerors, (e) evaluation of other offerors, or (f) any other prohibited information.

11.3. When a contract is awarded on a basis other than price alone, unsuccessful offerors will be debriefed and furnished the basis for the selection decision and contract award upon their written request. Offerors should request a post award debriefing within three (3) days after the date on which the offeror received notification of contract award. Debriefing information will include the Government's evaluation of the strong and weak deficient factors in the offeror's proposal, the overall evaluated cost or price and technical rating, of the successful offeror and the debriefed offeror, past performance information of the debriefed offeror, the overall ranking of all offerors, and a summary of the rationale for award. However, point-by-point comparisons with other offeror's proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

12. PROPOSAL EXPENSES AND PRECONTRACT COSTS

12.1. This RFP does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of a formal contract.

13. EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

13.1. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

13.2. Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the full amount of the proposed price for Not-to-Exceed (NTE) items in the pricing schedule to the total price for the basic requirement. Evaluation of NTE amounts will not obligate the Government to exercise the option(s).

14. ARITHMETIC DISCREPANCIES IN THE EVALUATION OF OFFERS SUBMITTED IN RESPONSE TO RFP'S FOR INDIVIDUAL TASK ORDERS. (MAR 1995)--EFARS

14.1. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedule as submitted by the Offeror.

14.1.1. Obviously misplaced decimal points will be corrected.

14.1.2. Discrepancies between unit price and extended price, the unit price will govern.

14.1.3. Apparent errors in extension of unit prices will be corrected.

14.1.4. Apparent errors in addition of lump-sum and extended prices will be corrected.

14.2. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

15. BASIS OF AWARD (52.0214-4022).

15.1. Notwithstanding any other provision of this invitation, the Government will award all base bid items as a minimum.

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)

FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE
FORT LEWIS, WASHINGTON

DACA67-03-R-0206

SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ Project Manager: _____

SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED OR FAXED DIRECTLY TO:

U.S. Army Corps of Engineers, Seattle District
Attn: CENWS-CT-CB-MU - Attn: Kevin T Mulvihill
P.O. Box 3755
Seattle, WA 98124-3755

FAX: (206) 764-6817
Street Address:
4735 E. Marginal Way S.
Seattle WA 98134-2385

Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

OVERVIEW: The firm shown above has submitted a proposal on a Seattle District Corps of Engineers project and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required no later than the time and date proposals are due for inclusion in our evaluation.

Name of Individual completing survey: _____

Firm Name: _____ Phone Number: _____

Relationship to this Project: _____

The Following Chart depicts the rating that are to be used to evaluate the contractor's performance:

O	AA	S	M	U
Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Performance met all contract requirements and exceeded expectations. Problems, if any, were negligible, and were resolved in a timely and highly effective manner.	Performance met all contract requirements and exceeded some. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met contract requirements There were some minor problems, and corrective actions taken by the contractor were satisfactory.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor's corrective actions were ineffective.

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE
FORT LEWIS, WASHINGTON

DACA67-03-R-0206

In the following blocks, please indicate your overall level of satisfaction with the work performed by the firm shown in Section 1.

Reference the chart outlined on page 1 of this survey.

For any marginal or unsatisfactory rating, please provide explanatory narratives in the remarks block. These narratives need not be lengthy, just detailed. If a question is not applicable, circle N/A. If more space is needed, then go to the end of the questionnaire or attach additional pages. Be sure to identify your continued narration with the respect line number, your name and project name.

	Quality of Work	Circle the appropriate rating using the chart on page 1
A	Quality of Service	O AA S M U N/A
B.	Adequacy of the Quality Control	O AA S M U N/A
C.	Adequacy of Submittals/Reporting	O AA S M U N/A
D.	Identification/correction of deficient work in a timely manner	O AA S M U N/A
E.	Displayed Flexibility in Responding to Your Needs	O AA S M U N/A
F.	Resolved Your Concerns	O AA S M U N/A
G.	Suggested solutions and initiative to implement solutions	O AA S M U N/A
H.	Would Be Your Choice for Future Projects	O AA S M U N/A

REMARKS: (Discuss strengths and weaknesses of the firm)

Your assistance in providing this past performance information is appreciated.

APPENDIX D										
Facility and Maintenance Schedule										
FACP INFORMATION BY XMTR NUMBER										
BLDG NO	XMTR		FACILITY	TYPE	ZONES	FAP	FACP MOD	LAST SERVICED	YEAR DUE	NOTES
02045	001	MF	SHOP TEST	K						
B1008	002	MED	DENTAL CLINIC (WET SPKLR)	K	3					
F0017	003	WH	NF WAREHOUSE (DRY SPKLR)	K	4					
F0018	003-3	WH	NF WAREHOUSE	K						
F0016	003-4	WH	NF WAREHOUSE	K						
01315	004	RCF	RCF MAINTENANCE BLDG.	K	1					
A1413	005	TF	BATTLE SIMS	K	3					
04320	006	ADM	MUSEUM	K	2					
A0310	007	MS	NF GYM (DRY SPKLR)	K	2	FIRELITE	MS-424			
A1451	008	TF	BATTLE SIMS (DRY SPKLR)	K	2					
05164	009	ADM	TRANSITION PT.	K	1					
08274	010	MS	EM BEACH	K	1					
08085	011	FS	NCO CLUB (WET SPKLR)	K	1					
08586	012	EF	SCHOOL BEACHWOOD	K	1					
08197	013	MS	BEACHWOOD YOUTH CNTR	K	1					
02275	014	MS	ROLLER RINK	K	5	KIDDE	KDDR-400			
00102	015		CM	K	6					
00101	015-2		CM							
00107	015-3		CM							
00112	015-4		CM							
00105	015-6		CM							
03657	016	BKS	BARRACKS	K	5	N	MR-2900			
09504	017	ADM	DIR. OF CONTRACTING	K	5					
09523	017-3	MF	LOG CNTR	K						
09503	017-5	MF	LOG CNTR, CPO	K						
09500	018	MF	COMPUTER BLDG	K	5					
09592	018-7	MF	LOG CNTR	K						
09580	019	MF	BASE SHOPS (SPKLR)	K	6					
09660	020	WH	LOG WAREHOUSE (SPKLR)	K	5					
08050	021	MS	NW ADVENTURE CNTR	K	8					
09640	022	WH	CIR (SPKLR)	K	8					
09665	023	WH	MAMC WAREHOUSE (MH)	K	7					
09670	024	WH	DRMO (DRY SPKLR)	K	8					
09641	025	MF	TASC (SPKLR)	K	4	NOTIFIER				
09645	025-3	MF	MILES (DRY SPKLR)	K						
09646	025-5	WH	BOAT STORAGE (DRY SPKLR)	K						
09630	026	WH	LOG WAREHOUSE (SPKLR)	K	6					
03106	027	MF	ARMY RESERVE HANGER	K	8					
09636	028	POL	CONSOLIDATED FUEL STOR.	K	2					
09570	029	WH	(SPKLR)	K	5					
03272	030	MF	HANGAR (SPKLR)	K	2					
09985	031	MF	OLD MADIGAN MAINT.	K	1					
B1216	032	MS	REC CENTER (SPKLR)	K	2					
09993	033	MS	GYM MADIGAN HOSPITAL	K	3					
07972	034	UTL	WATER PLANT	K	8					
07975	034-3	UTL	@ WTR PLANT	K						

This page intentionally blank

07974	034-4	UTL	@ WTR PLANT	K						
03102	035	WH	ARMY RESERVE STORAGE	K	4					
09583	036	MF	BATTERY SHOP	K	5					
09934	037	MED	MADIGAN ISOL BLDG	K	8					
09931	037-2	MED	HOSPITAL @ ISOL (MH)	K						
09932	037-3	MED	HOSPITAL @ ISOL (MH)	K						
09933	037-4	MED	CLINIC @ ISOL (MH)	K						
09936	037-7	MED	ISOL BLDG	K						
09937	037-8	MED	ISOL BLDG	K						
09923	038	MED	WARD 5 (MH)	K	8					
09909	039	MED	WARD (MH)	K	8					
09909	040	MED	X-RAY (MH)	K	8					
06242	041	EF	STONE EDUCATION CNTR	K	8					
01325	042	RCF	WOOD SHOP CONF. FAC.	K		EST	LSS-1			
01324	043	RCF	MENTAL HEALTH CONF. FAC.	K	8	NIC	SYSTEM 3, CP35			
01523	044	UTL	GOLF COURSE PUMP HUSE	K	1	NOTIFIER	SYS 500			
03026	045	ADM	ADMIN	K	1					
03041	046	MF	HANGAR	K	5					
03054	047	UTL	PUMP HOUSE	K	7					
03052	047-1	MF	HANGAR	K						
03075	048	MF	HANGAR	K	8	N				
03077	048-6	ADM	AIRFIELD	K						
03065	048-7	ADM	AIRFIELD	K						
03751	049	MF	MOTOR POOL	K	1					
03098	050	MF	OLR HANGAR	K	5	N				
03644	051	MF	MOTOR POOL	K	1					
03901	052	MF	MOTOR POOL	K	2					
C1224	053		NF	K	6					
03271	054	MS	LIBRARY	K	1	NOTIFIER	SYS 500			
03204	055	MED	DENTAL CLINIC (MH)	K	1					
02103	056	MED	DENTAL CLINIC (MH)	K	8					
02022	057	MS	JENSEN GYM	K	1	RS				
02026	058	BKS	BARRACKS	K	1					
02400	059	MS	CASCADE COMMUNITY CNTR.	K	2	L	FLEXALARM			
02025	060	ADM	POST HQ	K	8	NIC	SYS 3			
02140	061	ADM	WALLER HALL	K	2	EST	EST2			
02163	062	MS	CAREY THEATER	K	5					
02161	062-2	MS	GYM @ CAREY THEATER							
02160	062-3	UTL	BOILER PLANT							
02166	062-4	MS	TICKETS & TOURS			FIRELITE	MINISCAN 424A			
02272	062-5	MS	BOWLING ALLEY			KIDDE	KDR-400			
06231	063	ADM	66TH AVIATION HQ	K	1					
01450	064	RCF	STOCKADE	K	8	FIRELITE	MINISCAN 424			
03352	065	MF	MOTOR POOL	X	1	FARADAY	15116			
01163	066	MF	MOTOR POOL (DEMO)	K	1	N/A				
01411	066-3	WH	I CORPS STORAGE			FARADAY	15101			
00051	067		CM 51 & 50 TRNG	H	5					
09532	068	TF	ARMY RESERVE CENTER	K	6					
09540	068-3	MF	@ ARMY RESERVE/MAINT	K						
09552	068-5	MF	RESERVE/WAREHOUSE	K						
09035	069	COM	Credit Union (Madigan)	K	1	Silent Kni				
04079	070	ADM	MWR MARKETING	K	8					
04076	070-1	ADM	@ DPCA							
04078	070-2	WH	WAREHOUSE							

This page intentionally blank

04170	070-3	WH	@ DPCA						
04175	070-5	WH	@ DPCA						
04172	070-6	WH	@ DPCA						
04172	070-7	WH	@DPCA						
04173	070-8	WH	@DPCA						
03960	071	MF	MOTOR POOL	K	4				
A1110	072	TF	BATTLE SIMS	K	4				
A1112	072-5	TF	@ BATTLE SIMS						
05280	073	COM	POST EXCHANGE	H	1				
02044	074	MF	DPW SHOP	K	2				
02043	074-2	MF	DPW SHOP						
02054	075	MF	DPW MAINT	K	1				
04061	076	MF	PEST CONTROL	K	3				
03656	077	BKS	BARRACKS	K	5	N	MR-2900		
03086	078		SPARE	K	5	FIRELITE	SENSISCAN 2000		
03036	079	MF	HANGAR	K	5	N	MR-2900		
02110	080	BKS	GUEST HOUSE	K	2				
01517	081	MF	GOLF COURSE MAINT BLDG	K	1	NOTIFIER	SYS 500		
08069	082	MS	CAMPGROUND	K	1				
09580	083	MF	BASE SHOPS	K	4				
09630	084	WH	LOG WAREHOUSE	K	6				
09534	085	WH	DOL	K	1	SILENT	KNIGHT		
11504	086	MF	A1504/MOTOR POOL	K	8				
09669	087	WH	LOG WAREHUSE	K	2				
09935	088	MS	CERAMIC/PET SHOP	K	8				
02027	089	ADM	JAG	K	1				
00064	090		CM, POC: 984-9134	K	5				
00064	090-3		CM, PAGER: 280-4326/74						
11248	091	MF	E1307/MOTOR POOL	K	5				
09920	092	MED	CLINIC (MH)	K	7				
11138	093	MF	E1405/MOTOR POOL	K	8				
02407	094	POL	STRYKER GAS STATION	K					
00032	095		CM	K	2				
09906	096	BKS	BARRACKS	K	8				
01210	097	MF	DPW ENVIRONMENTAL	K	2	ESL	1505		
01214	097-7								
09911	098	MED	LABORATORY (MH)	K	8				
04174	099	ADM	FINANCE DEPT	K	5				
09924	100	MED	CLINIC (MH)	K	7				
01450	101	RCF	STOCKADE	K	4	FIRELITE			
01451	101-1	RCF	@ STOCKADE			FIRELITE			
01452	101-2	RCF	@ STOCKADE			NIC			
11166	102	MF	E1221/MOTOR POOL	K	8				
05170	103	COM	THRIFT SHOP	K	5				
05172	103-1	COM	THRIFT SHOP						
F0008	104	WH	NF WAREHOUSE	K	5				
F0002	104-1	WH	NF WAREHOUSE						
F0004	104-2	WH	NF WAREHOUSE						
F0006	104-3	WH	NF WAREHOUSE						
F0010	104-5	WH	NF WAREHOUSE						
03761	105	BKS	BARRACKS	K	8	L	IdentiFlex 630		CE95
02006	106	BKS	BARRACKS	K	2	EST			
03733	107	ADM	BRIGADE HQ	K	1				
03799	108	MS	CHAPEL	K	1				

This page intentionally blank

03764	109	BKS	BARRACKS	K	8	L	IdentiFlex 630			CE95
03765	110	BKS	BARRACKS	K	8	L	IdentiFlex 630			CE95
03743	112	ADM	BN HQ	K	4					
05901	113	EF	PARKWAY SCHOOL	K	1					
06399	114	EF	SCHOOL	K	8					
03763	115	BKS	BARRACKS	K	8	L	IdentiFlex 630			CE95
05190	116	EF	GREENWOOD ELEMENTARY	K	4					
02008	117	BKS	BARRACKS	K	1					
03740	118	MED	DENTAL CLINIC (MH)	K	4					
03766	119	BKS	BARRACKS	K	8	L	IdentiFlex 630			CE95
03758	120	ADM	ORDERLY ROOM	K	4					
02090	121	EF	CLARKMORE SCHOOL	K	4					
03501	122	TF	TARGET TRAINER	K	1					
03759	123	MS	GYM	K	1					
03280	124	BKS	BARRACKS	X	6	FARA				
09998	125	BKS	BARRACKS (MH)	K	8					
09997	125-5	BKS	BARRACKS (MH)							
03757	126	DF	DINING FACILITY	K	2					
03762	127	BKS	BARRACKS	K	8	L	IdentiFlex 630			CE95
03279	128	BKS	BARRACKS(320)	K	8	FARA	MPC-2000			
03281	129	BKS	BARRACKS(320)	K	4	2000				
03106	130	MF	ARMY RESERVE HANGAR	K	8					
03161	131	BKS	BARRACKS	K	5	ESL				
03164	132	BKS	BARRACKS	K	6	KAS	KAS-200			
03284	133	BKS	BARRACKS (320)	K	4	2000				
03218	134	BKS	BARRACKS (320H)	K	8	2000				
03219	134-1	BKS	BARRACKS			2000				
A0112	135		NF	K	5					
A0133	136		NF	K	4					
01401	137	MF	TASC	H	7	EST	EST2			
A0113	137		NF	K	7					
02015	138	ADM	CPO / DOC / USACE	K	6	N	MR-2900			
02012	139	ADM	DPW	K	1	EST	3			
03651	140	ADM	BN HQ	K	3					
02019	141	BKS	ADMIN/BARRACKS	K	2					
02021	142	BKS	ADMIN/BARRACKS	K	1					
02013	143	BKS	BARRACKS	K	5	N	MR-2900			
03123	144	BKS	BARRACKS	K	5					
03655	145	BKS	BARRACKS	K	4	L	IdentiFlex 630			
A0124	146		NF	K	1					
00116	147		CM: 512-8799	H	1					
03203	148	TF	TSC TEST CNTR	K	3					
02072	149	COM	LIGHTHOUSE FOR THE BLIND	H	2	NOTIFIER	400B			
B0409	150	BKS	NF	K	4					
B0408	150-2	BKS	NF							
B0407	150-3	BKS	NF							
B0405	150-4	BKS	NF							
03236	151	MS	SOLDIERS FIELD HOUSE	X	6					
05275	152	COM	COMMISARY	K	8					
SPARE	153									
00104	154		CM	H	7					
02109	155	MS	LIBRARY	K	2	NOTIFIER	SYS 500			
12418	156	BKS	B CO BARRACKS	K	8	NOTIFIER	AM2020			
09690	157	TF	NAV-MARINE FAC	K	8	EST	LSS4/36			

This page intentionally blank

09693	157-5	MF	NAV-MARINE/HAZMAT						
09691	157-5	MF	NAV-MARINE/MAINT						
09692	157-8	MF	NAV-MARINE/HAZMAT						
02492	158	BKS	BARRACKS	K	4				
09674	159	MF	HAZARDOUS MTL @ DOL	K	3	SILENT KNI			
02111	160	BOQ	FT LEWIS LODGE	K	7				
12458	161	BKS	A BARRACKS	K	8	NOTIFIER			
09116	162	ADM	HQ 201ST MI BD	H	1				
02493	163	BKS	BARRACKS	K	4				
A0707	164		NF	K	6				
03659	165	ADM	BN HQ	K	1				
03328	166	ADM	BN HQ	K	1				
C0706	167	BKS	BARRACKS	K	6				
C0723	167-1	BKS	BARRACKS						
C0707	167-2	BKS	BARRACKS						
C0702	167-4	BKS	BARRACKS						
C0703	167-5	BKS	BARRACKS						
C0526	167-6	BKS	BARRACKS						
C0926	168	BKS	BARRACKS	K	6				
C0922	168-1	BKS	BARRACKS						
C0923C	168-2	BKS	BARRACKS						
C0928	168-4	DF	DINING FACILITY						
C0903	168-5	BKS	BARRACKS						
C0906	168-6	BKS	BARRACKS						
C1026	169	BKS	BARRACKS	K	3				
C1334	169-2	BKS	BARRACKS	K					
C1333	169-3	BKS	BARRACKS	K					
B0532*	170	BKS	HOOKED UP	K	6	NOTIFIER	SYS 500		
B0531	170-2	BKS	BARRACKS						
B0533*	170-3	BKS	HOOKED UP			NOTIFIER	SYS 500		
B0607	170-4	BKS	BARRACKS						
B0609	170-5	BKS	BARRACKS						
B0609	170-5	BKS	BARRACKS						
SPARE	171	BKS	BARRACKS						
B0608	171-5	BKS	BARRACKS						
C1227	172	BKS	BARRACKS	K	6				
A0132	173	BKS	BARRACKS	K	6				
A1491	174	MF	MOTOR POOL	K					
09673	175	WH	HAZ MAT'L STORAGE	K	3				
03957	176	MF	MOTOR POOL	K	1				
03672	177	ADM	ADMIN	K	5				
03148	178	ADM	9TH CAV AIR ATTACK	K	1				
03674	179	ADM	ADMIN	K	6				
03670	180	ADM	BN HQ	K	1				
03986	181	MF	MOTOR POOL	K	1				
03985	182	MF	MOTOR POOL	K	1	FARADAY	15001A		
03087	183	TF	FLIGHT SIMULATOR	K	7				
01010	184	ADM	HQ GOLD STRIKE ROTC	K	1				
03646	185	MS	USAF COMPOUND	K	1				
C1203	186	NF		K	1				
02020	187	BKS	ADMIN/BARRACKS	K	1				
03317	188		TRAILER	X	2				
02004	189	MS	FRENCH THEATER	K	1				
02045	190	MF	ELECTRIC SHOP	K	4	EST	EST2		

This page intentionally blank

02047	190-3	MF	PW HAZ STORAGE			N/A				
B0808	191	ADM	NF	K	1					
SPARE	192			K	1					
C0306	193	BKS	NF	K	1					
12570	194	COM	RSU/TELEPHONE	K	5	NOTIFIER	SYS 500			
C0327	195	DF	NF	K	1					
B0809	196	ADM	NF	K	2					
B0833	197	ADM	NF	K	4					
03165B	198	BKS	BARRACKS	K	1	THORN				
A0611	199		NF	K	3					
A0638	199-3		NF							
SPARE	200			K	1					
09620	201	MF	DOL(SPKLR ONLY)	K	1					
02201	202	COM	CREDIT UNION	K	2	contractor				
SPARE	203		10/99 (3E38)		1					
04274	204	MS	FAMILY RESOURCE CNTR	K	7					
09052	205	COM	SHOPPETTE @ MADIGAN	K	2					
09031	206	ADM		K	1					
02260	207	FS	POPEYES	K	1	contractor				
	208			K	4					
E0390	208-4		NF							
09045	209	MED	MADIGAN SUB STATION	K	4					
03209	210	MF	AIRFIELD RADIO TOWER	X	1					
04081	211	MS	AUTOCRAFT SHOP	K	1					
09900	212	MED	MADIGAN ADMIN	K	7					
03306	213	MF	MOTOR POOL	X	2					
B0804	214	BKS	BARRACKS	K	3					
B0805	214-1	BKS	BARRACKS							
B0803	214-3	BKS	BARRACKS							
B0822	215	BKS	BARRACKS	K	6					
B0827	215-1	BKS	BARRACKS							
B0828	215-2	BKS	BARRACKS							
B0829	215-3	BKS	BARRACKS							
B0820	215-4	BKS	BARRACKS							
B0821	215-5	BKS	BARRACKS							
03243	216	ADM	HQ 62ND MED GRP	X	1					
01036	217	BEQ	BEQ	K	3	FIRELITE				
01037	217-2	BEQ	BEQ	K		FIRELITE				
01034	217-3	BEQ	BEQ	K		FIRELITE				
03427	218	MF	MOTOR POOL	K	2					
03426	219	MF	MOTOR POOL	K	2					
03945	220	MF	MOTOR POOL	K	2					
03025	221	MF	HANGAR	K	1					
C0112	222	POL	OLD FUEL STATION	K	1					
03916	223	MF	MOTOR POOL	K	1					
03063	224	MF	HANGAR	K	8	KIDDE	KDR 1000			
03146	225	UTL	HANGAR PUMP	K	2					
09179	226	DF	DINING FACILITY	K	6					
09162	226-1	ADM	BN HQ MADDING HALL							
09177	226-2	ADM	CO HQ							
09175	226-3	BKS	SF BARRACKS							
09176	226-5	BKS	SF BARRACKS							
09140	226-6	UTL	Sew. Lift Sta (Hi Wtr)							
03822	227	MF	MOTOR POOL	K	8					

This page intentionally blank

03824	227-7	MF	MOTOR POOL						
03820	227-8	MF	MOTOR POOL						
03822	228	MF	MOTOR POOL	K	8				
03812	228-1	MF	MOTOR POOL						
03814	228-2	MF	MOTOR POOL						
03818	228-3	MF	MOTOR POOL						
03810	229	MF	MOTOR POOL	K	3				
02095	230	CDC	CHILD DEVELOPMENT CNTR	K	8				
09588	231	POL	DOL CSRA	X	6				
08300	232	CDC	CHILD DEVELOPMENT CNTR	K	8				
03653	233	BKS	BARRACKS	K	7	N	MR-2900		
06995	234	CDC	CHILD DEVELOPMENT CNTR	K	8				
09145	235	MF	MP MAINT BAY	K	7				
09146	235-2	WH	MP STORAGE						
09149	235-3	WH	MP SUPPLY						
09155	235-6	MF	PARACHUTE TOWER						
09157	235-7	WH	SF STORAGE						
09180	236	WH	SUPPLY	K	5				
09160	236-1	ADM	BN HQ SIMONS HALL						
09178	236-2	ADM	CO HQ						
09181	236-4	ADM	CO HQ						
09190	236-5	ADM	BN HQ						
02007	237	BKS	BARRACKS	K	1				
09608	238	TF	NAT'L GUARD CNTR	K	3				
03654	239	BKS	BARRACKS	K	6	N	MR-2900		
01236	240		CCTT	H	6	EST	EST2		
01236	241		CCTT	H	0	EST	EST2		
02295	242	MS	YOUTH CNTR	K	3	KIDDE	KAS 200		
07601	243	UTL	DUMP	K	1				
03114	244	BKS	BARRACKS	H	5				
03115	245	BKS	BARRACKS	H	5				
03116	246	BKS	BARRACKS	H	5				
03118	247	BKS	BARRACKS	H	5				
03119	248	BKS	BARRACKS	H	6				
03121	249	BKS	BARRACKS	H	5	KAS			
03122	250	BKS	BARRACKS	H	5				
03124	251	BKS	BARRACKS	H	5				
03156	252	BKS	BARRACKS	H	5				
03157	253	BKS	BARRACKS	H	5				
03158	254	BKS	BARRACKS	H	5	KAS	KAS-200		
03160	255	BKS	BARRACKS	H	5	THORN			
03163	256	BKS	BARRACKS	H	5				
03165C	257	BKS	BARRACKS	H	5	THORN			
09111	258	TF	SKIF	K	1				
A0455	259	NF		K	3	NOTIFIER	SYS 500		
A0454	259-2	NF				NOTIFIER	SYS 500		
03165A	260	BKS	BARRACKS	H	5	THORN			
00126	261		CM	K	3				
00217	261-2		CM						
03413	262	BKS	BARRACKS	K	5	ESL			
03414	263	BKS	BARRACKS	D,YES	5	ESL			
03415	264	BKS	BARRACKS	K	5	ESL			
03416	265	BKS	BARRACKS	K	5	ESL			
03417	266	BKS	BARRACKS	K	5	ESL			

This page intentionally blank

03418	267	BKS	BARRACKS	D	5	ESL				
03419	268	BKS	BARRACKS	K	5	FARA				
03420	269	BKS	BARRACKS	K	5	FARA				
03421	270	BKS	BARRACKS	K	5	ESL				
03422	271	BKS	BARRACKS	D,YES	5	ESL				
03469	272	BKS	BARRACKS	K	5	N	MR-2900			
03470	273	BKS	BARRACKS	K	4	N	MR-2900			
03474	274	BKS	BARRACKS	K	6	N	MR-2900			
03475	275	BKS	BARRACKS	K	5	N	MR-2900			
09010	276	EF	EVERGREEN SCHOOL	K	2					
02202	277	COM	MINI-MALL	K	8					
03378	278	MF	MOTOR POOL	K	8	NIC	CP-35			
03380	278-5	MF	MOTOR POOL	K		NIC	CP-35			
03379	278-6	MF	MOTOR POOL							
03382	278-7	MF	MOTOR POOL							
03381	278-8	MF	MOTOR POOL							
03390	279	MF	MOTOR POOL	K	6	NIC	SYSTEM 3 CP-35			
03392	279-2	POL	FUELING STATION							
03391	279-3	WH	STORAGE							
03389	279-4	POL	POL							
03393	279-5	MP	SENTRY STATION							
02001	280	MS	MN POST CHAPEL	K	1					
09040	281	MED	NEW MADIGAN HOSPITAL	K	1					
03035	282	MF	PAINT BOOTH	K	1	NOTIFIER	4885			
03213	283	BKS	BARRACKS	H	5	THORN	M-200			
03214	284	BKS	BARRACKS	H	5					
03215	285	BKS	BARRACKS	H	5					
03216	286	BKS	BARRACKS	H	5					
03221	287	BKS	BARRACKS	H	5					
03222	288	BKS	BARRACKS	H	5					
03223	289	BKS	BARRACKS	H	5					
03224	290	BKS	BARRACKS	X	5	THORN				
03286	291	BKS	BARRACKS	H	5	THORN				
03287	292	BKS	BARRACKS	H	5	THORN				
03288	293	BKS	BARRACKS	H	5	THORN				
01020	294	BOQ	BRONSON HALL	K	2	NOTIFIER				
A1006	295	COM	NF MINI-HALL	K	1					
03278	296	BKS	BARRACKS	K	5	FARA				
02895	297		UPGRADE XMTR TOWER	K	1					
02265	298	FS	BURGER KING	K	4	contracter	KFRTI-4			
01521	299	MF	GOLF CART MAINT	K	6	NOTIFIER	SYS 500			
01529	299-5	FS	GOLF COURSE CLUB HOUSE			SIMPLEX	4002-8001			
03922	300	WH	SUPPLY @ MTR POOL	K	1					
06071	301	COM	PHONE BLDG	K	1					
09999	302	BOQ	FISHER HOUSE	K	4					
03080	303		ASR RDR SITE (BILL 3080)	K	1					
06038	304	POL	GAS SHOPETE	K	8					
B0812	305		NF	K	1					
09120	306	MS	4 CHAPLIN CHAPEL	K	1					
09564	307	COM	GTE SUPPORT CNTR	K	1					
09113	308		SIGNAL INTELLIGENCE	H	1					
02025A	309	ADM	GENERALS HQ	K	1	EST	IRC-3			
02204	310	COM	FIRESTONE	K	3	contracter	KFRTI-4			
05183	311	MP	CID	X	5					

This page intentionally blank

03283	312	BKS	BARRACKS	K	5	2000				
	313		FLFD PORTABLE	K	2					
03095	314	UTL	INCINERATOR	K	1					
09678	315		ISOLATION FAC.	K	2					
12327	316		A CO/SUP	K	5	NOTIFIER	SYS 500			
12324	317		B CO/SUP	K	5	NOTIFIER	SYS 500			
12347	318		C CO/SUP	K	5	NOTIFIER	SYS 500			
12344	319		D CO/SUP	K	5	NOTIFIER	SYSTEM 500			
12430	320	DF	DINING FACILITY	K	68	NOTIFIER				
12603	321	BKS	A BARRACKS	K	8	NOTIFIER				
12663	322	BKS	B BARRACKS	K	5	NOTIFIER				
12731	323	ADM	C CO/SUP	K	5	NOTIFIER	SYSTEM 500			
12734	324	ADM	B CO/SUP	K	5	NOTIFIER				
12737	325	ADM	A CO/SUP	K	5	NOTIFIER	SYSTEM 500			
12821	326	ADM	BN HQ	K	8	NOTIFIER				
11732	327	TF	A1426/BATTLE SIMS	K	2					
08980	328	MS	MARINA BOAT MAINT.	K	2					
M0001	329	ADM	ASP ADMIN	K	2					
M0006	330	WH	ASP RECEIVING	K	1					
02150	331	ADM	HOUSING	K	2	EST	EST2			
08981	332	FS	MARINA RESTRUANT	H	2					
04290	333	ADM	5TH ARMY WEST HQ	K	6					
04294	333-7	WH	HQ STORAGE GARAGE							
08278	334	MS	BEACH CONTROL CNTR	H	1					
03934	335	MF	MOTOR POOL	H	2					
03981	336	MF	MOTOR POOL	H	2					
03966	337	MF	MOTOR POOL	H	2					
03907	338	MF	MOTOR POOL	H	2					
03902	339	MF	MOTOR POOL	H	2					
03909	340	MF	MOTOR POOL	H	2					
03967	341	MF	MOTOR POOL	H	2					
03113	342		AVIN	H	2					
12341	343		COS	H	1	NOTIFIER	SYSTEM 500			
12248	344	ADM	BN HQ	K	1	NOTIFIER				
12235	345	ADM	BRIGADE HQ	H	1	NOTIFIER	SYS 500			
12228	346	ADM	BN HQ	H	1	NOTIFIER	SYS 500			
12321	347		COS	H	1	NOTIFIER	SYS 500			
12435	348	BKS	BARRACKS	H	1	NOTIFIER	AM2020			
12630	349	BKS	BARRACKS	H	1	NIC				
12638	350	DF	DINING FAC.	H	1	NOTIFIER				
12741	351		COS	H	1	NOTIFIER				
12744	352		COS	H	2	NIC				
12747	353	ADM	CO HQ	H	2	NOTIFIER				
12841	354	ADM	BN HQ	H	1	NIC				
12835	355	ADM	BRIGADE HQ	H	1	NIC	PSE-1R			
03969	356	MS	SKEET RANGE	K	1					
09030	357		CHPPM (MN)	K						
UNUSED	358									
UNUSED	359									
UNUSED	360									
D0631	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
C0902	LOCAL	BKS	BARRACKS							
D0305	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0304	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			

This page intentionally blank

D0948	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0933	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0914	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0913	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0906	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0905	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0904	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0903	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
A0636	LOCAL	BKS	BARRACKS							
D0632	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0308	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0630	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0629	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0628	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0609	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0608	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0607	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0606	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0605	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0604	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0709	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0633	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
A0536	LOCAL	BKS	BARRACKS							
DO508	LOCAL		NF			NOTIFIER	SYS 500			
C0722	LOCAL	BKS	BARRACKS							
D0708	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
A0632	LOCAL	BKS	BARRACKS							
A0607	LOCAL	BKS	BARRACKS							
A0606	LOCAL	BKS	BARRACKS							
A0507	LOCAL	BKS	BARRACKS							
A0506	LOCAL	BKS	BARRACKS							
A0506	LOCAL	BKS	BARRACKS							
B0733	LOCAL	BKS	BARRACKS							
D0306	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
A0537	LOCAL	BKS	BARRACKS							
D0307	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
03746	LOCAL									
03479	LOCAL	WH	RANGER STORAGE							
A0536	LOCAL	BKS	BARACKS							
A0540	LOCAL		NF							
D0332	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0331	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0330	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO329	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO328	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0309	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
A0637	LOCAL	BKS	BARRACKS							
B0732	LOCAL	BKS	BARRACKS							
D1158	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0506	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0529	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0530	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0531	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0532	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			

This page intentionally blank

D0533	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0940	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0830	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0829	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0828	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0509	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1163	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
03169	LOCAL		MOTOR POOL							
D1159	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
B0508	LOCAL	BKS	BARRACKS							
03081	LOCAL	EMS	FIRE STA. 2	K		N				
D1151	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1143	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1118	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1117	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
C0927	LOCAL	BKS	BARRACKS							
03745	LOCAL	ADM	BN HQ							
D1106	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
B0834	LOCAL	WH	NF							
D1160	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0806	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0706	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0705	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0704	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0733	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0732	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0731	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0730	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0729	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0728	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0809	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0528	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0807	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0707	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0805	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0804	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0833	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0832	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0831	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0333	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
A0336	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0940	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0504	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO505	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO507	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0808	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			

This page intentionally blank

FACP INFORMATION BY BLDG NUMBER										
BLDG NO	XMTR		FACILITY	TYPE	ZONES	FAP	FACP MODEL	SERVICED ON	YEAR DUE	NOTES
	313		FLFD PORTABLE	K	2			Aug-00		
	208			K	4					
00032	095		CM	K	2					
00051	067		CM 51 & 50 TRNG	H	5					
00064	090		CM, POC: 984-9134	K	5					
00064	090-3		CM, PAGER: 280-4326/74							
00101	015-2		CM							
00102	015		CM	K	6					
00104	154		CM	H	7					
00105	015-6		CM							
00107	015-3		CM							
00112	015-4		CM							
00116	147		CM: 512-8799	H	1					
00126	261		CM	K	3					
00217	261-2		CM							
01010	184	ADM	HQ GOLD STRIKE ROTC	K	1					
01020	294	BOQ	BRONSON HALL	K	2	NOTIFIER				
01034	217-3	BEQ	BEQ	K		FIRELITE				
01036	217	BEQ	BEQ	K	3	FIRELITE				
01037	217-2	BEQ	BEQ	K		FIRELITE				
01163	066	MF	MOTOR POOL (DEMO)	K	1	N/A				
01210	097	MF	DPW ENVIRONMENTAL	K	2	ESL	1505	May-00		
01214	097-7									
01236	240		CCTT	H	6	EST	EST2			
01236	241		CCTT	H	0	EST	EST2			
01315	004	RCF	RCF MAINTENANCE BLDG.	K	1					
01324	043	RCF	MENTAL HEALTH CONF. FAC.	K	8	NIC	SYSTEM 3, CP35	May-00		
01325	042	RCF	WOOD SHOP CONF. FAC.	K		EST	LSS-1	May-00		
01401	137	MF	TASC	H	7	EST	EST2	May-00		
01411	066-3	WH	I CORPS STORAGE			FARADAY	15101			
01450	064	RCF	STOCKADE	K	8	FIRELITE	MINESCAN 424	May-00		
01450	101	RCF	STOCKADE	K	4	FIRELITE		May-00		
01451	101-1	RCF	@ STOCKADE			FIRELITE		May-00		
01452	101-2	RCF	@ STOCKADE			NIC				
01517	081	MF	GOLF COURSE MAINT BLDG	K	1	NOTIFIER	SYS 500	May-00	2004	
01521	299	MF	GOLF CART MAINT	K	6	NOTIFIER	SYS 500	May-00		
01523	044	UTL	GOLF COURSE PUMP HUSE	K	1	NOTIFIER	SYS 500	May-00		
01529	299-5	FS	GOLF COURSE CLUB HOUSE			SIMPLEX	4002-8001			
02001	280	MS	MN POST CHAPEL	K	1					
02004	189	MS	FRENCH THEATER	K	1					
02006	106	BKS	BARRACKS	K	2	EST		Jul-00		
02007	237	BKS	BARRACKS	K	1					
02008	117	BKS	BARRACKS	K	1					
02012	139	ADM	DPW	K	1	EST	3			
02013	143	ADM	DCA	K	5	SECUTRON	MR-2900			
02015	138	ADM	CPO / DOC / USACE	K	6	SECUTRON	MR-2900			
02019	141	BKS	ADMIN/BARRACKS	K	2					
02020	187	BKS	ADMIN/BARRACKS	K	1					

This page intentionally blank

02021	142	BKS	ADMIN/BARRACKS	K	1					
02022	057	MS	JENSEN GYM	K	1	S				
02025	060	ADM	POST HQ	K	8	IC	SYS 3	Jul-00		
02025A	309	ADM	GENERALS HQ	K	1	EST	IRC-3	Jul-00		
02026	058	BKS	BARRACKS	K	1					
02027	089	ADM	JAG & DRM	K	1			Jul-00		
02043	074-2	MF	DPW SHOP					Nov-00		
02044	074	MF	DPW SHOP	K	2			Nov-00		
02045	001	MF	SHOP TEST	K						
02045	190	MF	ELECTRIC SHOP	K	4	EST	EST2	Jul-00		
02047	190-3	MF	PW HAZ STORAGE			N/A		Nov-00		
02054	075	MF	DPW MAINT	K	1			Nov-00		
02072	149	COM	LIGHTHOUSE FOR THE BLIND	H	2	NOTIFIER	400B			
02090	121	EF	CLARKMORE SCHOOL	K	4			Jul-00		
02095	230	CDC	CHILD DEVELOPMENT CNTR	K	8					
02103	056	MED	DENTAL CLINIC (MH)	K	8			Oct-00		
02109	155	MS	LIBRARY	K	2	NOTIFIER	SYS 500			
02110	080	BKS	GUEST HOUSE	K	2					
02111	160	BOQ	FT LEWIS LODGE	K	7					
02140	061	ADM	WALLER HALL	K	2	EST	EST2			
02150	331	ADM	HOUSING	K	2	EST	EST2	May-00		
02160	062-3	UTL	BOILER PLANT							
02161	062-2	MS	GYM @ CAREY THEATER							
02163	062	MS	CAREY THEATER	K	5					
02166	062-4	MS	TICKETS & TOURS			FIRELITE	MINISCAN 424A	May-00		
02201	202	COM	CREDIT UNION	K	2	contractor		Jun-00		
02202	277	COM	MINI-MALL	K	8					
02204	310	COM	FIRESTONE	K	3	contractor	KFRTI-4	Jun-00		
02260	207	FS	POPEYES	K	1	contractor		Jun-00		
02265	298	FS	BURGER KING	K	4	contractor	KFRTI-4	Jun-00		
02272	062-5	MS	BOWLING ALLEY			KIDDE	KDR-400			
02275	014	MS	ROLLER RINK	K	5	KIDDE	KDDR-400			
02295	242	MS	YOUTH CNTR	K	3	KIDDE	KAS 200			
02400	059	MS	CASCADE COMMUNITY CNTR.	K	2	L	FLEXALARM			
02407	094	POL	STRYKER GAS STATION	K						
02492	158	BKS	BARRACKS	K	4					
02493	163	BKS	BARRACKS	K	4					
02895	297	UTL	UPGRADE XMTR TOWER	K	1			Jul-00		
03025	221	MF	HANGAR	K	1			Aug-00		
03026	045	ADM	ADMIN	K	1			Aug-00		
03035	282	MF	PAINT BOOTH	K	1	NOTIFIER	4885	Jun-00		
03036	079	MF	HANGAR	K	5	SECUTRON	MR-2900	Aug-00		
03041	046	MF	HANGAR	K	5			Aug-00		
03052	047-1	MF	HANGAR	K				Aug-00		
03054	047	UTL	PUMP HOUSE	K	7			Aug-00		
03063	224	MF	HANGAR	K	8	KIDDE	KDR 1000	Aug-00		
03065	048-7	ADM	AIRFIELD	K				Aug-00		
03075	048	MF	HANGAR	K	8	SECUTRON		Aug-00		
03077	048-6	ADM	AIRFIELD	K				Aug-00		
03080	303	UTL	ASR RDR SITE (BILL 3080)	K	1			Oct-00		

This page intentionally blank

03081	LOCAL	EMS	FIRE STA. 2	K		N				
03086	078	TF	FLIGHT SIMULATOR	K	5	FIRELITE	SENSISCAN 2000	Jul-00		
03087	183	TF	FLIGHT SIMULATOR	K	7			Oct-00		
03095	314	UTL	INCINERATOR	K	1			Oct-00		
03098	050	MF	OLR HANGAR	K	5	SECUTRON		Oct-00		
03102	035	WH	ARMY RESERVE STORAGE	K	4					
03106	027	MF	ARMY RESERVE HANGER	K	8			Nov-00 / May-02		
03106	130	MF	ARMY RESERVE HANGAR	K	8			Nov-00		
03113	342	WH	ARMY RESERVE STORAGE	H	2			Nov-00 / Jun-02		
03114	244	BKS	BARRACKS	H	5			Sep-01		
03115	245	BKS	BARRACKS	H	5			Sep-01		
03116	246	BKS	BARRACKS	H	5			Sep-01		
03118	247	BKS	BARRACKS	H	5			Sep-01		
03119	248	BKS	BARRACKS	H	6			Sep-01		
03121	249	BKS	BARRACKS	H	5	KAS		Nov-01		
03122	250	BKS	BARRACKS	H	5			Nov-01		
03123	144	BKS	BARRACKS	K	5			Sep-01		
03124	251	BKS	BARRACKS	H	5			Sep-01		
03146	225	UTL	HANGAR PUMP	K	2			May-02		
03148	178	ADM	9TH CAV AIR ATTACK	K	1			Nov-00		
03156	252	BKS	BARRACKS	H	5			Sep-01		
03157	253	BKS	BARRACKS	H	5			Sep-01		
03158	254	BKS	BARRACKS	H	5	KAS	KAS-200	Oct-01		
03160	255	BKS	BARRACKS	H	5	THORN		Sep-01		
03161	131	BKS	BARRACKS	K	5	ESL		Sep-01		
03163	256	BKS	BARRACKS	H	5			Oct-01		
03164	132	BKS	BARRACKS	K	6	KAS	KAS-200	Sep-01		
03165A	260	BKS	BARRACKS	H	5	THORN		Oct-01		
03165B	198	BKS	BARRACKS	K	1	THORN		Oct-01		
03165C	257	BKS	BARRACKS	H	5	THORN		Oct-01		
03169	LOCAL		MOTOR POOL							
03203	148	TF	TSC TEST CNTR	K	3			Sep-00		
03204	055	MED	DENTAL CLINIC (MH)	K	1			Oct-00		
03209	210	MF	AIRFIELD RADIO TOWER	X	1			Sep-00		
03213	283	BKS	BARRACKS	H	5	THORN	M-200	Oct-01		
03214	284	BKS	BARRACKS	H	5			Oct-01		
03215	285	BKS	BARRACKS	H	5			Oct-01		
03216	286	BKS	BARRACKS	H	5					
03218	134	BKS	BARRACKS (320H)	K	8	2000				
03219	134-1	BKS	BARRACKS			2000		Nov-01		
03221	287	BKS	BARRACKS	H	5			Nov-01		
03222	288	BKS	BARRACKS	H	5			Nov-01		
03223	289	BKS	BARRACKS	H	5			Nov-01		
03224	290	BKS	BARRACKS	X	5	THORN		Oct-01		
03236	151	MS	SOLDIERS FIELD HOUSE	X	6					
03243	216	ADM	HQ 62ND MED GRP	X	1			Nov-00		
03271	054	MS	LIBRARY	K	1	NOTIFIER	SYS 500			
03272	030	MF	HANGAR (SPKLR)	K	2			Oct-00		
03278	296	BKS	BARRACKS	K	5	FARA		Oct-01		
03279	128	BKS	BARRACKS(320)	K	8	FARA	MPC-2000	Oct-01		

This page intentionally blank

03280	124	BKS	BARRACKS	X	6	FARA		Oct-01		
03281	129	BKS	BARRACKS(320)	K	4	2000		12/2001		
03283	312	BKS	BARRACKS	K	5	2000		Nov-01		
03284	133	BKS	BARRACKS (320)	K	4	2000		Nov-01		
03286	291	BKS	BARRACKS	H	5	THORN		Nov-01		
03287	292	BKS	BARRACKS	H	5	THORN		Oct-01		
03288	293	BKS	BARRACKS	H	5	THORN		Oct-01		
03306	213	MF	MOTOR POOL	X	2			Oct-00		
03317	188		TRAILER	X	2			Oct-00 / Jun-02		
03328	166	ADM	BN HQ	K	1			Oct-00		
03352	065	MF	MOTOR POOL	X	1	FARADAY	15116	May-00 / May-02		
03378	278	MF	MOTOR POOL	K	8	NIC	CP-35	May-00 / Apr-02		
03379	278-6	MF	MOTOR POOL					Apr-02		
03380	278-5	MF	MOTOR POOL	K		NIC	CP-35	Apr-02		
03381	278-8	MF	MOTOR POOL					Apr-02		
03382	278-7	MF	MOTOR POOL					May-00 / Apr-02		
03389	279-4	POL	POL					Jun-00 / Aug-02		
03390	279	MF	MOTOR POOL	K	6	NIC	SYSTEM 3 CP-35	Jun-00 / Aug-02		
03391	279-3	WH	STORAGE					Jun-00 / Aug-02		
03392	279-2	POL	FUELING STATION					Jun-00 / Aug-02		
03393	279-5	MP	SENTRY STATION					Jun-00 / Aug-02		
03413	262	BKS	BARRACKS	K	5	ESL		12/2001		
03414	263	BKS	BARRACKS	D,YES	5	ESL		Nov-01		
03415	264	BKS	BARRACKS	K	5	ESL		Nov-01		
03416	265	BKS	BARRACKS	K	5	ESL		12/2001		
03417	266	BKS	BARRACKS	K	5	ESL		12/2001		
03418	267	BKS	BARRACKS	D	5	ESL		12/2001		
03419	268	BKS	BARRACKS	K	5	FARA		12/2001		
03420	269	BKS	BARRACKS	K	5	FARA		12/2001		
03421	270	BKS	BARRACKS	K	5	ESL		12/2001		
03422	271	BKS	BARRACKS	D,YES	5	ESL		12/2001		
03426	219	MF	MOTOR POOL	K	2			Feb-00 / Jun-02		
03427	218	MF	MOTOR POOL	K	2			Feb-01 / May-02		
03469	272	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Dec-00		
03470	273	BKS	BARRACKS	K	4	SECUTRON	MR-2900	Dec-00		
03474	274	BKS	BARRACKS	K	6	SECUTRON	MR-2900	Nov-00		
03475	275	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Nov-00		
03479	LOCAL	WH	RANGER STORAGE							
03501	122	TF	TARGET TRAINER	K	1			Jan-01 / Jun-02		
03644	051	MF	MOTOR POOL	K	1			Jan-01		
03646	185	MS	USAF COMPOUND	K	1			Jan-01 / Sep-02		
03651	140	ADM	BN HQ	K	3			Jan-01 / Sep-02		
03653	233	BKS	BARRACKS	K	7	SECUTRON	MR-2900	Dec-00		
03654	239	BKS	BARRACKS	K	6	SECUTRON	MR-2900	Dec-00 / Oct-02		
03655	145	BKS	BARRACKS	K	4	L	IdentiFlex 630	Feb-01 / Sep-02		
03656	077	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Dec-00		
03657	016	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Dec-00 / Oct-02		
03659	165	ADM	BN HQ	K	1			Feb-01		
03670	180	ADM	BN HQ	K	1			Jan-01		
03672	177	ADM	ADMIN	K	5			Jan-01 / Oct-02		

This page intentionally blank

03674	179	ADM	ADMIN	K	6			Jan-01 / Aug-02		
03733	107	ADM	BRIGADE HQ	K	1			Sep-02		
03740	118	MED	DENTAL CLINIC (MH)	K	4					
03743	112	ADM	BN HQ	K	4			Feb-01 / Sep-02		
03745	LOCAL	ADM	BN HQ					Sep-02		
03746	LOCAL	ADM								
03751	049	MF	MOTOR POOL	K	1			Feb-01 / Aug-02		
03757	126	DF	DINING FACILITY	K	2			Aug-02		
03758	120	ADM	ORDERLY ROOM	K	4			Feb-01 / Aug-02		
03759	123	MS	GYM	K	1			Aug-02		
03761	105	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03762	127	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03763	115	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03764	109	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03765	110	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03766	119	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03799	108	MS	CHAPEL	K	1			Aug-02		
03810	229	MF	MOTOR POOL	K	3			Jan-01		
03812	228-1	MF	MOTOR POOL					Jan-01		
03814	228-2	MF	MOTOR POOL					Jan-01		
03818	228-3	MF	MOTOR POOL					Jan-01		
03820	227-8	MF	MOTOR POOL					Jan-01		
03822	227	MF	MOTOR POOL	K	8			Jan-01		
03822	228	MF	MOTOR POOL	K	8			Jan-01		
03824	227-7	MF	MOTOR POOL							
03901	052	MF	MOTOR POOL	K	2			Jan-01		
03902	339	MF	MOTOR POOL	H	2			Feb-01		
03907	338	MF	MOTOR POOL	H	2			Feb-01		
03909	340	MF	MOTOR POOL	H	2			Feb-01		
03916	223	MF	MOTOR POOL	K	1					
03922	300	WH	SUPPLY @ MTR POOL	K	1			Feb-01		
03934	335	MF	MOTOR POOL	H	2			Mar-01		
03945	220	MF	MOTOR POOL	K	2			Mar-01		
03957	176	MF	MOTOR POOL	K	1			Feb-01		
03960	071	MF	MOTOR POOL	K	4			Mar-01		
03966	337	MF	MOTOR POOL	H	2			Mar-01		
03967	341	MF	MOTOR POOL	H	2			Mar-01		
03969	356	MS	SKEET RANGE	K	1			Mar-01		
03981	336	MF	MOTOR POOL	H	2			Feb-01		
03985	182	MF	MOTOR POOL	K	1	FARADAY	15001A	Feb-01		
03986	181	MF	MOTOR POOL	K	1			Feb-01		
04061	076	MF	PEST CONTROL	K	3			Feb-01		
04076	070-1	ADM	@ DPCA					Dec-00		
04078	070-2	WH	WAREHOUSE					Dec-00		
04079	070	ADM	MWR MARKETING	K	8			Dec-00		
04081	211	MS	AUTOCRAFT SHOP	K	1			Feb-01		
04170	070-3	WH	@ DPCA					Dec-00		
04172	070-6	WH	@ DPCA					Dec-00		
04172	070-7	WH	@DPCA					Dec-00		
04173	070-8	WH	@DPCA					Dec-00		

This page intentionally blank

04174	099	ADM	FINANCE DEPT	K	5			Jan-01		
04175	070-5	WH	@ DPCA							
04274	204	MS	FAMILY RESOURCE CNTR	K	7			Feb-01		
04290	333	ADM	5TH ARMY WEST HQ	K	6			Feb-01		
04294	333-7	WH	HQ STORAGE GARAGE					Mar-01		
04320	006	ADM	MUSEUM	K	2			Mar-01		
05164	009	ADM	TRANSITION PT.	K	1			Feb-01		
05170	103	COM	THRIFT SHOP	K	5			Jan-01		
05172	103-1	COM	THRIFT SHOP					Jan-01		
05183	311	MP	CID	X	5			Jan-01		
05190	116	EF	GREENWOOD SCHOOL	K	4			Nov-00		
05275	152	COM	COMMISARY	K	8					
05280	073	COM	POST EXCHANGE	H	1					
05901	113	EF	PARKWAY SCHOOL	K	1			Nov-00		
06038	304	POL	GAS SHOPETE	K	8			Mar-01		
06071	301	COM	PHONE BLDG	K	1			Mar-01		
06231	063	ADM	66TH AVIATION HQ	K	1			Jan-01		
06242	041	EF	STONE EDUCATION CNTR	K	8			May-00		
06399	114	EF	HILLSIDE SCHOOL	K	8			Nov-00		
06995	234	CDC	CHILD DEVELOPMENT CNTR	K	8					
07601	243	UTL	DUMP	K	1			Mar-01		
07972	034	UTL	WATER PLANT	K	8			Dec-00		
07974	034-4	UTL	@ WTR PLANT	K				Dec-00		
07975	034-3	UTL	@ WTR PLANT	K				Dec-00		
08050	021	MS	NW ADVENTURE CNTR	K	8			Feb-01		
08069	082	MS	CAMPGROUND	K	1					
08085	011	FS	NCO CLUB (WET SPKLR)	K	1					
08197	013	MS	BEACHWOOD YOUTH CNTR	K	1			Nov-00		
08274	010	MS	EM BEACH	K	1			Jan-01		
08278	334	MS	BEACH CONTROL CNTR	H	1			Jan-01		
08300	232	CDC	CHILD DEVELOPMENT CNTR	K	8					
08586	012	EF	BEACHWOOD SCHOOL	K	1					
08980	328	MS	MARINA BOAT MAINT.	K	2			Mar-01		
08981	332	FS	MARINA RESTRUANT	H	2			Mar-01		
09010	276	EF	EVERGREEN SCHOOL	K	2			Nov-00		
09030	357		CHPPM (MN)	K						
09031	206	ADM		K	1			Feb-01		
09035	069	COM	Credit Union (Madigan)	K	1	Silent Knight				
09040	281	MED	NEW MADIGAN HOSPITAL	K	1					
09045	209	MED	MADIGAN SUB STATION	K	4					
09052	205	COM	SHOPPETTE @ MADIGAN	K	2					
09111	258	TF	SKIF	K	1			Aug-02		
09113	308		SIGNAL INTELLIGENCE	H	1			Aug-02		
09116	162	ADM	HQ 201ST MI BD	H	1			Aug-02		
09120	306	MS	4 CHAPLIN CHAPEL	K	1			Aug-02		
09140	226-6	UTL	Sew. Lift Sta (Hi Wtr)					Aug-02		
09145	235	MF	MP MAINT BAY	K	7			Jun-02		
09146	235-2	WH	MP STORAGE					Jun-02		
09149	235-3	WH	MP SUPPLY					Jun-02		
09155	235-6	MF	PARACHUTE TOWER					Jun-02		

This page intentionally blank

09157	235-7	WH	SF STORAGE					Jun-02		
09160	236-1	ADM	BN HQ SIMONS HALL					Jun-02		
09162	226-1	ADM	BN HQ MADDING HALL					Jul-02		
09175	226-3	BKS	SF BARRACKS					Jul-02		
09176	226-5	BKS	SF BARRACKS					Jul-02		
09177	226-2	ADM	CO HQ					Jun-02		
09178	236-2	ADM	CO HQ					Jul-02		
09179	226	DF	DINING FACILITY	K	6			Jun-02		
09180	236	WH	SUPPLY	K	5			Jul-02		
09181	236-4	ADM	CO HQ					Jun-02		
09190	236-5	ADM	BN HQ					Jul-02		
09500	018	MF	COMPUTER BLDG	K	5					
09503	017-5	MF	LOG CNTR, CPO	K						
09523	017-3	MF	LOG CNTR	K						
09532	068	TF	ARMY RESERVE CENTER	K	6					
09534	085	WH	DOL	K	1	SILENT	KNIGHT			
09540	068-3	MF	@ ARMY RESERVE/MAINT	K						
09552	068-5	MF	RESERVE/WAREHOUSE	K						
09564	307	COM	GTE SUPPORT CNTR	K	1					
09570	029	WH	(SPKLR)	K	5					
09580	019	MF	BASE SHOPS (SPKLR)	K	6					
09580	083	MF	BASE SHOPS	K	4					
09583	036	MF	BATTERY SHOP	K	5					
09588	231	POL	DOL CSRA	X	6					
09592	018-7	MF	LOG CNTR	K						
09608	238	TF	NAT'L GUARD CNTR	K	3					
09620	201	MF	DOL(SPKLR ONLY)	K	1					
09630	026	WH	LOG WAREHOUSE (SPKLR)	K	6					
09630	084	WH	LOG WAREHOUSE	K	6					
09636	028	POL	CONSOLIDATED FUEL STOR.	K	2					
09640	022	WH	CIR (SPKLR)	K	8					
09641	025	MF	TASC (SPKLR)	K	4	NOTIFIER				
09645	025-3	MF	MILES (DRY SPKLR)	K						
09646	025-5	WH	BOAT STORAGE (DRY SPKLR)	K						
09660	020	WH	LOG WAREHOUSE (SPKLR)	K	5					
09665	023	WH	MAMC WAREHOUSE (MH)	K	7					
09669	087	WH	LOG WAREHOUSE	K	2					
09670	024	WH	DRMO (DRY SPKLR)	K	8					
09673	175	WH	HAZ MAT'L STORAGE	K	3					
09674	159	MF	HAZARDOUS MTL @ DOL	K	3	SILENT KNI				
09678	315	MED	ISOLATION FAC.	K	2					
09690	157	TF	NAV-MARINE FAC	K	8	EST	LSS4/36			
09691	157-5	MF	NAV-MARINE/MAINT							
09692	157-8	MF	NAV-MARINE/HAZMAT							
09693	157-5	MF	NAV-MARINE/HAZMAT							
09900	212	MED	MADIGAN ADMIN	K	7					
09906	096	BKS	BARRACKS	K	8					
09909	039	MED	WARD (MH)	K	8					
09909	040	MED	X-RAY (MH)	K	8					
09911	098	MED	LABORATORY (MH)	K	8					

This page intentionally blank

09920	092	MED	CLINIC (MH)	K	7					
09923	038	MED	WARD 5 (MH)	K	8					
09924	100	MED	CLINIC (MH)	K	7					
09931	037-2	MED	HOSPITAL @ ISOL (MH)	K						
09932	037-3	MED	HOSPITAL @ ISOL (MH)	K						
09933	037-4	MED	CLINIC @ ISOL (MH)	K						
09934	037	MED	MADIGAN ISOL BLDG	K	8					
09935	088	MS	CERAMIC/PET SHOP	K	8					
09936	037-7	MED	ISOL BLDG	K						
09937	037-8	MED	ISOL BLDG	K						
09985	031	MF	OLD MADIGAN MAINT.	K	1					
09993	033	MS	GYM MADIGAN HOSPITAL	K	3					
09997	125-5	BKS	BARRACKS (MH)							
09998	125	BKS	BARRACKS (MH)	K	8					
09999	302	BOQ	FISHER HOUSE	K	4					
11138	093	MF	E1405/MOTOR POOL	K	8					
11166	102	MF	E1221/MOTOR POOL	K	8					
11248	091	MF	E1307/MOTOR POOL	K	5					
11504	086	MF	A1504/MOTOR POOL	K	8					
11732	327	TF	A1426/BATTLE SIMS	K	2					
12228	346	ADM	BN HQ	H	1	NOTIFIER	SYS 500	Jul-00		
12235	345	ADM	BRIGADE HQ	H	1	NOTIFIER	SYS 500			
12248	344	ADM	BN HQ	K	1	NOTIFIER		Aug-00		
12321	347	ADM	COS	H	1	NOTIFIER	SYS 500	Jun-00		
12324	317	ADM	B CO/SUP	K	5	NOTIFIER	SYS 500	Jun-00		
12327	316	ADM	A CO/SUP	K	5	NOTIFIER	SYS 500	Jun-00		
12341	343	ADM	COS	H	1	NOTIFIER	SYSTEM 500	Jun-00		
12344	319	ADM	D CO/SUP	K	5	NOTIFIER	SYSTEM 500	Jun-00		
12347	318	ADM	C CO/SUP	K	5	NOTIFIER	SYS 500	Jun-00		
12418	156	BKS	B CO BARRACKS	K	8	NOTIFIER	AM2020			
12430	320	DF	DINING FACILITY	K	68	NOTIFIER				
12435	348	BKS	BARRACKS	H	1	NOTIFIER	AM2020			
12458	161	BKS	A BARRACKS	K	8	NOTIFIER				
12570	194	COM	RSU/TELEPHONE	K	5	NOTIFIER	SYS 500	May-00		
12603	321	BKS	A BARRACKS	K	8	NOTIFIER				
12630	349	BKS	BARRACKS	H	1	NIC		Feb-01		
12638	350	DF	DINING FAC.	H	1	NOTIFIER				
12663	322	BKS	B BARRACKS	K	5	NOTIFIER				
12731	323	ADM	C CO/SUP	K	5	NOTIFIER	SYSTEM 500	Jul-00		
12734	324	ADM	B CO/SUP	K	5	NOTIFIER		Nov-00		
12737	325	ADM	A CO/SUP	K	5	NOTIFIER	SYSTEM 500	Jul-00		
12741	351	ADM	COS	H	1	NOTIFIER		Oct-00		
12744	352	ADM	COS	H	2	NIC		Oct-00		
12747	353	ADM	CO HQ	H	2	NOTIFIER		Sep-00		
12821	326	ADM	BN HQ	K	8	NOTIFIER		Aug-00		
12835	355	ADM	BRIGADE HQ	H	1	NIC	PSE-1R	Jul-00		
12841	354	ADM	BN HQ	H	1	NIC		Aug-00		
A0112	135		NF	K	5					
A0113	137		NF	K	7					
A0124	146		NF	K	1					

This page intentionally blank

A0132	173	BKS	BARRACKS	K	6				
A0133	136		NF	K	4				
A0310	007	MS	NF GYM (DRY SPKLR)	K	2	FIRELITE	MS-424		
A0336	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
A0454	259-2		NF			NOTIFIER	SYS 500		
A0455	259		NF	K	3	NOTIFIER	SYS 500		
A0506	LOCAL	BKS	BARRACKS						
A0506	LOCAL	BKS	BARRACKS						
A0507	LOCAL	BKS	BARRACKS						
A0536	LOCAL	BKS	BARRACKS						
A0536	LOCAL	BKS	BARACKS						
A0537	LOCAL	BKS	BARRACKS						
A0540	LOCAL		NF						
A0606	LOCAL	BKS	BARRACKS						
A0607	LOCAL	BKS	BARRACKS						
A0611	199		NF	K	3				
A0632	LOCAL	BKS	BARRACKS						
A0636	LOCAL	BKS	BARRACKS						
A0637	LOCAL	BKS	BARRACKS						
A0638	199-3		NF						
A0707	164		NF	K	6				
A1006	295	COM	NF MINI-HALL	K	1				
A1110	072	TF	BATTLE SIMS	K	4				
A1112	072-5	TF	@ BATTLE SIMS						
A1413	005	TF	BATTLE SIMS	K	3				
A1451	008	TF	BATTLE SIMS (DRY SPKLR)	K	2				
A1491	174	MF	MOTOR POOL	K					
B0405	150-4	BKS	NF						
B0407	150-3	BKS	NF						
B0408	150-2	BKS	NF						
B0409	150	BKS	NF	K	4				
B0508	LOCAL	BKS	BARRACKS						
B0531	170-2	BKS	BARRACKS						
B0532*	170	BKS	HOOKED UP	K	6	NOTIFIER	SYS 500		
B0533*	170-3	BKS	HOOKED UP			NOTIFIER	SYS 500		
B0607	170-4	BKS	BARRACKS						
B0608	171-5	BKS	BARRACKS						
B0609	170-5	BKS	BARRACKS						
B0609	170-5	BKS	BARRACKS						
B0732	LOCAL	BKS	BARRACKS						
B0733	LOCAL	BKS	BARRACKS						
B0803	214-3	BKS	BARRACKS						
B0804	214	BKS	BARRACKS	K	3				
B0805	214-1	BKS	BARRACKS						
B0808	191	ADM	NF	K	1				
B0809	196	ADM	NF	K	2				
B0812	305		NF	K	1				
B0820	215-4	BKS	BARRACKS						
B0821	215-5	BKS	BARRACKS						
B0822	215	BKS	BARRACKS	K	6				

This page intentionally blank

B0827	215-1	BKS	BARRACKS						
B0828	215-2	BKS	BARRACKS						
B0829	215-3	BKS	BARRACKS						
B0833	197	ADM	NF	K	4				
B0834	LOCAL	WH	NF						
B1008	002	MED	DENTAL CLINIC (WET SPKLR)	K	3				
B1216	032	MS	REC CENTER (SPKLR)	K	2				
C0112	222	POL	OLD FUEL STATION	K	1				
C0306	193	BKS	NF	K	1				
C0327	195	DF	NF	K	1				
C0526	167-6	BKS	BARRACKS						
C0702	167-4	BKS	BARRACKS						
C0703	167-5	BKS	BARRACKS						
C0706	167	BKS	BARRACKS	K	6				
C0707	167-2	BKS	BARRACKS						
C0722	LOCAL	BKS	BARRACKS						
C0723	167-1	BKS	BARRACKS						
C0902	LOCAL	BKS	BARRACKS						
C0903	168-5	BKS	BARRACKS						
C0906	168-6	BKS	BARRACKS						
C0922	168-1	BKS	BARRACKS						
C0923C	168-2	BKS	BARRACKS						
C0926	168	BKS	BARRACKS	K	6				
C0927	LOCAL	BKS	BARRACKS						
C0928	168-4	DF	DINING FACILITY						
C1026	169	BKS	BARRACKS	K	3				
C1203	186		NF	K	1				
C1224	053		NF	K	6				
C1227	172	BKS	BARRACKS	K	6				
C1333	169-3	BKS	BARRACKS	K					
C1334	169-2	BKS	BARRACKS	K					
D0304	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0305	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0306	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0307	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0308	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0309	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0330	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0331	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0332	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0333	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0504	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0506	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0509	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0528	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0529	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0530	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0531	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0532	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		
D0533	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500		

This page intentionally blank

D0604	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0605	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0606	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0607	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0608	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0609	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0628	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0629	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0630	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0631	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0632	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0633	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0704	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0705	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0706	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0707	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0708	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0709	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0728	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0729	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0730	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0731	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0732	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0733	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0804	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0805	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0806	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0807	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0808	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0809	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0828	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0829	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0830	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0831	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0832	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0833	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0903	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0904	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0905	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0906	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0913	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0914	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0933	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0940	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0940	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0948	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1106	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1117	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1118	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1143	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			

This page intentionally blank

D1151	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1158	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1159	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1160	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1163	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO328	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO329	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO505	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO507	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO508	LOCAL		NF			NOTIFIER	SYS 500			
E0390	208-4		NF							
F0002	104-1	WH	NF WAREHOUSE							
F0004	104-2	WH	NF WAREHOUSE							
F0006	104-3	WH	NF WAREHOUSE							
F0008	104	WH	NF WAREHOUSE	K	5					
F0010	104-5	WH	NF WAREHOUSE							
F0016	003-4	WH	NF WAREHOUSE	K						
F0017	003	WH	NF WAREHOUSE (DRY SPKLR)	K	4					
F0018	003-3	WH	NF WAREHOUSE	K						
M0001	329	ADM	ASP ADMIN	K	2					
M0006	330	WH	ASP RECEIVING	K	1					
SPARE	153									
SPARE	171	BKS	BARRACKS							
SPARE	192			K	1					
SPARE	200			K	1					
SPARE	203		10/99 (3E38)		1					
UNUSED	358									
UNUSED	359									
UNUSED	360									

This page intentionally blank

FACP INFORMATION BY BLDG TYPE & SERVICE SCHEDULE										
BLDG NO	XMTR		FACILITY	TYPE	ZONE	FAP	FACP MODEL	SERVICED	YEAR DUE	NOTES
01010	184	ADM	HQ GOLD STRIKE ROTC	K	1					
02012	139	ADM	DPW	K	1	EST	3			
02015	138	ADM	CPO / DOC / USACE	K	6	SECUTRON	MR-2900			
02025	060	ADM	POST HQ	K	8	IC	SYS 3	Jul-00		
02025A	309	ADM	GENERALS HQ	K	1	EST	IRC-3	Jul-00		
02027	089	ADM	JAG & DRM	K	1			Jul-00		
02140	061	ADM	WALLER HALL	K	2	EST	EST2			
02150	331	ADM	HOUSING	K	2	EST	EST2	May-00		
03026	045	ADM	ADMIN	K	1			Aug-00		
03065	048-7	ADM	AIRFIELD	K				Aug-00		
03077	048-6	ADM	AIRFIELD	K				Aug-00		
03148	178	ADM	9TH CAV AIR ATTACK	K	1			Nov-00		
03243	216	ADM	HQ 62ND MED GRP	X	1			Nov-00		
03328	166	ADM	BN HQ	K	1			Oct-00		
03651	140	ADM	BN HQ	K	3			Sep-02		
03659	165	ADM	BN HQ	K	1			Feb-01		
03670	180	ADM	BN HQ	K	1			Jan-01		
03672	177	ADM	ADMIN	K	5			Oct-02		
03674	179	ADM	ADMIN	K	6			Aug-02		
03733	107	ADM	BRIGADE HQ	K	1			Sep-02		
03743	112	ADM	BN HQ	K	4			Sep-02		
03745	LOCAL	ADM	BN HQ					Sep-02		
03746	LOCAL	ADM								
03758	120	ADM	ORDERLY ROOM	K	4			Aug-02		
04076	070-1	ADM	@ DPCA					Dec-00		
04079	070	ADM	MWR MARKETING	K	8			Dec-00		
04174	099	ADM	FINANCE DEPT	K	5			Jan-01		
04290	333	ADM	5TH ARMY WEST HQ	K	6			Feb-01		
04320	006	ADM	MUSEUM	K	2			Mar-01		
05164	009	ADM	TRANSITION PT.	K	1			Feb-01		
06231	063	ADM	66TH AVIATION HQ	K	1			Jan-01		
09031	206	ADM		K	1			Feb-01		
09116	162	ADM	HQ 201ST MI BD	H	1			Aug-02		
09160	236-1	ADM	BN HQ SIMONS HALL					Jun-02		
09162	226-1	ADM	BN HQ MADDING HALL					Jul-02		
09177	226-2	ADM	CO HQ					Jun-02		
09178	236-2	ADM	CO HQ					Jul-02		
09181	236-4	ADM	CO HQ					Jun-02		
09190	236-5	ADM	BN HQ					Jul-02		
12228	346	ADM	BN HQ	H	1	NOTIFIER	SYS 500	Jul-00		
12235	345	ADM	BRIGADE HQ	H	1	NOTIFIER	SYS 500			
12248	344	ADM	BN HQ	K	1	NOTIFIER		Aug-00		
12321	347	ADM	COS	H	1	NOTIFIER	SYS 500	Jun-00		
12324	317	ADM	B CO/SUP	K	5	NOTIFIER	SYS 500	Jun-00		
12327	316	ADM	A CO/SUP	K	5	NOTIFIER	SYS 500	Jun-00		
12341	343	ADM	COS	H	1	NOTIFIER	SYSTEM 500	Jun-00		
12344	319	ADM	D CO/SUP	K	5	NOTIFIER	SYSTEM 500	Jun-00		
12347	318	ADM	C CO/SUP	K	5	NOTIFIER	SYS 500	Jun-00		
12731	323	ADM	C CO/SUP	K	5	NOTIFIER	SYSTEM 500	Jul-00		

This page intentionally blank

12734	324	ADM	B CO/SUP	K	5	NOTIFIER		Nov-00		
12737	325	ADM	A CO/SUP	K	5	NOTIFIER	SYSTEM 500	Jul-00		
12741	351	ADM	COS	H	1	NOTIFIER		Oct-00		
12744	352	ADM	COS	H	2	IC		Oct-00		
12747	353	ADM	CO HQ	H	2	NOTIFIER		Sep-00		
12821	326	ADM	BN HQ	K	8	NOTIFIER		Aug-00		
12835	355	ADM	BRIGADE HQ	H	1	IC	PSE-1R	Jul-00		
12841	354	ADM	BN HQ	H	1	IC		Aug-00		
B0808	191	ADM	NF	K	1					
B0809	196	ADM	NF	K	2					
B0833	197	ADM	NF	K	4					
M0001	329	ADM	ASP ADMIN	K	2					
01034	217-3	BEQ	BEQ	K		FIRELITE				
01036	217	BEQ	BEQ	K	3	FIRELITE				
01037	217-2	BEQ	BEQ	K		FIRELITE				
02006	106	BKS	BARRACKS	K	2	EST		Jul-00		
02007	237	BKS	BARRACKS	K	1					
02008	117	BKS	BARRACKS	K	1					
02013	143	BKS	BARRACKS	K	5	SECUTRON	MR-2900			
02019	141	BKS	ADMIN/BARRACKS	K	2					
02020	187	BKS	ADMIN/BARRACKS	K	1					
02021	142	BKS	ADMIN/BARRACKS	K	1					
02026	058	BKS	BARRACKS	K	1					
02110	080	BKS	GUEST HOUSE	K	2					
02492	158	BKS	BARRACKS	K	4					
02493	163	BKS	BARRACKS	K	4					
03114	244	BKS	BARRACKS	H	5			Sep-01		
03115	245	BKS	BARRACKS	H	5			Sep-01		
03116	246	BKS	BARRACKS	H	5			Sep-01		
03118	247	BKS	BARRACKS	H	5			Sep-01		
03119	248	BKS	BARRACKS	H	6			Sep-01		
03121	249	BKS	BARRACKS	H	5	KAS		Nov-01		
03122	250	BKS	BARRACKS	H	5			Nov-01		
03123	144	BKS	BARRACKS	K	5			Sep-01		
03124	251	BKS	BARRACKS	H	5			Sep-01		
03156	252	BKS	BARRACKS	H	5			Sep-01		
03157	253	BKS	BARRACKS	H	5			Sep-01		
03158	254	BKS	BARRACKS	H	5	KAS	KAS-200	Oct-01		
03160	255	BKS	BARRACKS	H	5	THORN		Sep-01		
03161	131	BKS	BARRACKS	K	5	ESL		Sep-01		
03163	256	BKS	BARRACKS	H	5			Oct-01		
03164	132	BKS	BARRACKS	K	6	KAS	KAS-200	Sep-01		
03165A	260	BKS	BARRACKS	H	5	THORN		Oct-01		
03165B	198	BKS	BARRACKS	K	1	THORN		Oct-01		
03165C	257	BKS	BARRACKS	H	5	THORN		Oct-01		
03213	283	BKS	BARRACKS	H	5	THORN	M-200	Oct-01		
03214	284	BKS	BARRACKS	H	5			Oct-01		
03215	285	BKS	BARRACKS	H	5			Oct-01		
03216	286	BKS	BARRACKS	H	5					
03218	134	BKS	BARRACKS (320H)	K	8	2000				
03219	134-1	BKS	BARRACKS			2000		Nov-01		

This page intentionally blank

03221	287	BKS	BARRACKS	H	5			Nov-01		
03222	288	BKS	BARRACKS	H	5			Nov-01		
03223	289	BKS	BARRACKS	H	5			Nov-01		
03224	290	BKS	BARRACKS	X	5	THORN		Oct-01		
03278	296	BKS	BARRACKS	K	5	FARA		Oct-01		
03279	128	BKS	BARRACKS(320)	K	8	FARA	MPC-2000	Oct-01		
03280	124	BKS	BARRACKS	X	6	FARA		Oct-01		
03281	129	BKS	BARRACKS(320)	K	4	2000		12/2001		
03283	312	BKS	BARRACKS	K	5	2000		Nov-01		
03284	133	BKS	BARRACKS (320)	K	4	2000		Nov-01		
03286	291	BKS	BARRACKS	H	5	THORN		Nov-01		
03287	292	BKS	BARRACKS	H	5	THORN		Oct-01		
03288	293	BKS	BARRACKS	H	5	THORN		Oct-01		
03413	262	BKS	BARRACKS	K	5	ESL		12/2001		
03414	263	BKS	BARRACKS	D,YES	5	ESL		Nov-01		
03415	264	BKS	BARRACKS	K	5	ESL		Nov-01		
03416	265	BKS	BARRACKS	K	5	ESL		12/2001		
03417	266	BKS	BARRACKS	K	5	ESL		12/2001		
03418	267	BKS	BARRACKS	D	5	ESL		12/2001		
03419	268	BKS	BARRACKS	K	5	FARA		12/2001		
03420	269	BKS	BARRACKS	K	5	FARA		12/2001		
03421	270	BKS	BARRACKS	K	5	ESL		12/2001		
03422	271	BKS	BARRACKS	D,YES	5	ESL		12/2001		
03469	272	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Dec-00		
03470	273	BKS	BARRACKS	K	4	SECUTRON	MR-2900	Dec-00		
03474	274	BKS	BARRACKS	K	6	SECUTRON	MR-2900	Nov-00		
03475	275	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Nov-00		
03653	233	BKS	BARRACKS	K	7	SECUTRON	MR-2900	Dec-00		
03654	239	BKS	BARRACKS	K	6	SECUTRON	MR-2900	Oct-02		
03655	145	BKS	BARRACKS	K	4	L	IdentiFlex 630	Sep-02		
03656	077	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Dec-00		
03657	016	BKS	BARRACKS	K	5	SECUTRON	MR-2900	Oct-02		
03761	105	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03762	127	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03763	115	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03764	109	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03765	110	BKS	BARRACKS	K	8	L	CE95	Sep-02		
03766	119	BKS	BARRACKS	K	8	L	CE95	Sep-02		
09175	226-3	BKS	SF BARRACKS					Jul-02		
09176	226-5	BKS	SF BARRACKS					Jul-02		
09906	096	BKS	BARRACKS	K	8					
09997	125-5	BKS	BARRACKS (MH)							
09998	125	BKS	BARRACKS (MH)	K	8					
12418	156	BKS	B CO BARRACKS	K	8	NOTIFIER	AM2020			
12435	348	BKS	BARRACKS	H	1	NOTIFIER	AM2020			
12458	161	BKS	A BARRACKS	K	8	NOTIFIER				
12603	321	BKS	A BARRACKS	K	8	NOTIFIER				
12630	349	BKS	BARRACKS	H	1	IC		Feb-01		
12663	322	BKS	B BARRACKS	K	5	NOTIFIER				
A0132	173	BKS	BARRACKS	K	6					
A0336	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			

This page intentionally blank

A0506	LOCAL	BKS	BARRACKS							
A0506	LOCAL	BKS	BARRACKS							
A0507	LOCAL	BKS	BARRACKS							
A0536	LOCAL	BKS	BARRACKS							
A0536	LOCAL	BKS	BARRACKS							
A0537	LOCAL	BKS	BARRACKS							
A0606	LOCAL	BKS	BARRACKS							
A0607	LOCAL	BKS	BARRACKS							
A0632	LOCAL	BKS	BARRACKS							
A0636	LOCAL	BKS	BARRACKS							
A0637	LOCAL	BKS	BARRACKS							
B0405	150-4	BKS	BARRACKS							
B0407	150-3	BKS	BARRACKS							
B0408	150-2	BKS	BARRACKS							
B0409	150	BKS	BARRACKS	K	4					
B0508	LOCAL	BKS	BARRACKS							
B0531	170-2	BKS	BARRACKS							
B0532*	170	BKS	HOOKED UP	K	6	NOTIFIER	SYS 500			
B0533*	170-3	BKS	HOOKED UP			NOTIFIER	SYS 500			
B0607	170-4	BKS	BARRACKS							
B0608	171-5	BKS	BARRACKS							
B0609	170-5	BKS	BARRACKS							
B0609	170-5	BKS	BARRACKS							
B0732	LOCAL	BKS	BARRACKS							
B0733	LOCAL	BKS	BARRACKS							
B0803	214-3	BKS	BARRACKS							
B0804	214	BKS	BARRACKS	K	3					
B0805	214-1	BKS	BARRACKS							
B0820	215-4	BKS	BARRACKS							
B0821	215-5	BKS	BARRACKS							
B0822	215	BKS	BARRACKS	K	6					
B0827	215-1	BKS	BARRACKS							
B0828	215-2	BKS	BARRACKS							
B0829	215-3	BKS	BARRACKS							
C0306	193	BKS	BARRACKS	K	1					
C0526	167-6	BKS	BARRACKS							
C0702	167-4	BKS	BARRACKS							
C0703	167-5	BKS	BARRACKS							
C0706	167	BKS	BARRACKS	K	6					
C0707	167-2	BKS	BARRACKS							
C0722	LOCAL	BKS	BARRACKS							
C0723	167-1	BKS	BARRACKS							
C0902	LOCAL	BKS	BARRACKS							
C0903	168-5	BKS	BARRACKS							
C0906	168-6	BKS	BARRACKS							
C0922	168-1	BKS	BARRACKS							
C0923C	168-2	BKS	BARRACKS							
C0926	168	BKS	BARRACKS	K	6					
C0927	LOCAL	BKS	BARRACKS							
C1026	169	BKS	BARRACKS	K	3					
C1227	172	BKS	BARRACKS	K	6					

This page intentionally blank

C1333	169-3	BKS	BARRACKS	K						
C1334	169-2	BKS	BARRACKS	K						
D0304	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0305	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0306	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0307	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0308	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0309	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0330	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0331	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0332	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0333	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0504	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0506	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0509	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0528	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0529	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0530	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0531	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0532	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0533	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0604	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0605	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0606	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0607	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0608	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0609	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0628	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0629	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0630	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0631	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0632	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0633	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0704	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0705	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0706	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0707	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0708	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0709	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0728	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0729	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0730	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0731	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0732	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0733	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0804	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0805	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0806	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0807	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0808	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0809	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			

This page intentionally blank

D0828	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0829	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0830	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0831	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0832	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0833	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0903	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0904	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0905	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0906	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0913	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0914	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0933	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0940	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0940	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D0948	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1106	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1117	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1118	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1143	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1151	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1158	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1159	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1160	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
D1163	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO328	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO329	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO505	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
DO507	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
SPARE	171	BKS	BARRACKS							
01020	294	BOQ	BRONSON HALL	K	2	NOTIFIER				
02111	160	BOQ	FT LEWIS LODGE	K	7					
09999	302	BOQ	FISHER HOUSE	K	4					
02095	230	CDC	CHILD DEVELOPMENT CNTR	K	8				03,04,05,06,07	
06995	234	CDC	CHILD DEVELOPMENT CNTR	K	8				03,04,05,06,07	
08300	232	CDC	CHILD DEVELOPMENT CNTR	K	8				03,04,05,06,07	
02072	149	COM	LIGHTHOUSE FOR THE BLIND	H	2	NOTIFIER	400B			
02201	202	COM	CREDIT UNION	K	2	contractor		Jun-00		
02202	277	COM	MINI-MALL	K	8					
02204	310	COM	FIRESTONE	K	3	contractor	KFRTI-4	Jun-00		
05170	103	COM	THRIFT SHOP	K	5			Jan-01		
05172	103-1	COM	THRIFT SHOP					Jan-01		
05275	152	COM	COMMISARY	K	8					
05280	073	COM	POST EXCHANGE	H	1					
06071	301	COM	PHONE BLDG	K	1			Mar-01		
09035	069	COM	Credit Union (Madigan)	K	1	Silent Kni				
09052	205	COM	SHOPPETTE @ MADIGAN	K	2					
09564	307	COM	GTE SUPPORT CNTR	K	1					
12570	194	COM	RSU/TELEPHONE	K	5	NOTIFIER	SYS 500	May-00		
A1006	295	COM	NF MINI-HALL	K	1					
03757	126	DF	DINING FACILITY	K	2			Aug-02		

This page intentionally blank

09179	226	DF	DINING FACILITY	K	6			Jun-02		
12430	320	DF	DINING FACILITY	K	68	NOTIFIER				
12638	350	DF	DINING FACILITY	H	1	NOTIFIER				
C0327	195	DF	DINING FACILITY	K	1					
C0928	168-4	DF	DINING FACILITY							
02090	121	EF	CLARKMORE SCHOOL	K	4			Jul-00	03,04,05,06,07	
05190	116	EF	GREENWOOD SCHOOL	K	4			Nov-00	03,04,05,06,07	
05901	113	EF	PARKWAY SCHOOL	K	1			Nov-00	03,04,05,06,07	
06242	041	EF	STONE EDUCATION CNTR	K	8			May-00	03,04,05,06,07	
06399	114	EF	HILLSIDE SCHOOL	K	8			Nov-00	03,04,05,06,07	
08586	012	EF	BEACHWOOD SCHOOL	K	1				03,04,05,06,07	
09010	276	EF	EVERGREEN SCHOOL	K	2			Nov-00	03,04,05,06,07	
03081	LOCAL	EMS	FIRE STA. 2	K		N				
01529	299-5	FS	GOLF COURSE CLUB HOUSE			SIMPLEX	4002-8001			
02260	207	FS	POPEYES	K	1	contractor		Jun-00		
02265	298	FS	BURGER KING	K	4	contractor	KFRTI-4	Jun-00		
08085	011	FS	NCO CLUB (WET SPKLR)	K	1					
08981	332	FS	MARINA RESTRUANT	H	2			Mar-01		
02103	056	MED	DENTAL CLINIC (MH)	K	8			Oct-00		
03204	055	MED	DENTAL CLINIC (MH)	K	1			Oct-00		
03740	118	MED	DENTAL CLINIC (MH)	K	4					
09040	281	MED	NEW MADIGAN HOSPITAL	K	1					
09045	209	MED	MADIGAN SUB STATION	K	4					
09678	315	MED	ISOLATION FAC.	K	2					
09900	212	MED	MADIGAN ADMIN	K	7					
09909	039	MED	WARD (MH)	K	8					
09909	040	MED	X-RAY (MH)	K	8					
09911	098	MED	LABORATORY (MH)	K	8					
09920	092	MED	CLINIC (MH)	K	7					
09923	038	MED	WARD 5 (MH)	K	8					
09924	100	MED	CLINIC (MH)	K	7					
09931	037-2	MED	HOSPITAL @ ISOL (MH)	K						
09932	037-3	MED	HOSPITAL @ ISOL (MH)	K						
09933	037-4	MED	CLINIC @ ISOL (MH)	K						
09934	037	MED	MADIGAN ISOL BLDG	K	8					
09936	037-7	MED	ISOL BLDG	K						
09937	037-8	MED	ISOL BLDG	K						
B1008	002	MED	DENTAL CLINIC (WET SPKLR)	K	3					
01163	066	MF	MOTOR POOL (DEMO)	K	1	N/A				
01210	097	MF	DPW ENVIRONMENTAL	K	2	ESL	1505	May-00		
01401	137	MF	TASC	H	7	EST	EST2	May-00		
01517	081	MF	GOLF COURSE MAINT BLDG	K	1	NOTIFIER	SYS 500	May-00	2004	
01521	299	MF	GOLF CART MAINT	K	6	NOTIFIER	SYS 500	May-00		
02043	074-2	MF	DPW SHOP					Nov-00		
02045	001	MF	SHOP TEST	K						
02045	190	MF	ELECTRIC SHOP	K	4	EST	EST2	Jul-00		
02047	190-3	MF	PW HAZ STORAGE			N/A		Nov-00		
02054	075	MF	DPW MAINT	K	1			Nov-00		
03025	221	MF	HANGAR	K	1			Aug-00		
03035	282	MF	PAINT BOOTH	K	1	NOTIFIER	4885	Jun-00		
03036	079	MF	HANGAR	K	5	SECUTRON	MR-2900	Aug-00		

This page intentionally blank

03041	046	MF	HANGAR	K	5			Aug-00		
03052	047-1	MF	HANGAR	K				Aug-00		
03063	224	MF	HANGAR	K	8	KIDDE	KDR 1000	Aug-00		
03075	048	MF	HANGAR	K	8	SECUTRON		Aug-00		
03098	050	MF	OLR HANGAR	K	5	SECUTRON		Oct-00		
03106	027	MF	ARMY RESERVE HANGER	K	8			May-02		
03106	130	MF	ARMY RESERVE HANGAR	K	8			Nov-00		
03209	210	MF	AIRFIELD RADIO TOWER	X	1			Sep-00		
03272	030	MF	HANGAR (SPKLR)	K	2			Oct-00		
03306	213	MF	MOTOR POOL	X	2			Oct-00		
03352	065	MF	MOTOR POOL	X	1	FARADAY	15116	May-02		
03378	278	MF	MOTOR POOL	K	8	IC	CP-35	Apr-02		
03379	278-6	MF	MOTOR POOL					Apr-02		
03380	278-5	MF	MOTOR POOL	K		IC	CP-35	Apr-02		
03381	278-8	MF	MOTOR POOL					Apr-02		
03382	278-7	MF	MOTOR POOL					Apr-02		
03390	279	MF	MOTOR POOL	K	6	IC	SYSTEM 3 CP-35	Aug-02		
03426	219	MF	MOTOR POOL	K	2			Jun-02		
03427	218	MF	MOTOR POOL	K	2			May-02		
03644	051	MF	MOTOR POOL	K	1			Jan-01		
03751	049	MF	MOTOR POOL	K	1			Aug-02		
03810	229	MF	MOTOR POOL	K	3			Jan-01		
03812	228-1	MF	MOTOR POOL					Jan-01		
03814	228-2	MF	MOTOR POOL					Jan-01		
03818	228-3	MF	MOTOR POOL					Jan-01		
03820	227-8	MF	MOTOR POOL					Jan-01		
03822	227	MF	MOTOR POOL	K	8			Jan-01		
03822	228	MF	MOTOR POOL	K	8			Jan-01		
03824	227-7	MF	MOTOR POOL							
03901	052	MF	MOTOR POOL	K	2			Jan-01		
03902	339	MF	MOTOR POOL	H	2			Feb-01		
03907	338	MF	MOTOR POOL	H	2			Feb-01		
03909	340	MF	MOTOR POOL	H	2			Feb-01		
03916	223	MF	MOTOR POOL	K	1					
03934	335	MF	MOTOR POOL	H	2			Mar-01		
03945	220	MF	MOTOR POOL	K	2			Mar-01		
03957	176	MF	MOTOR POOL	K	1			Feb-01		
03960	071	MF	MOTOR POOL	K	4			Mar-01		
03966	337	MF	MOTOR POOL	H	2			Mar-01		
03967	341	MF	MOTOR POOL	H	2			Mar-01		
03981	336	MF	MOTOR POOL	H	2			Feb-01		
03985	182	MF	MOTOR POOL	K	1	FARADAY	15001A	Feb-01		
03986	181	MF	MOTOR POOL	K	1			Feb-01		
04061	076	MF	PEST CONTROL	K	3			Feb-01		
09145	235	MF	MP MAINT BAY	K	7			Jun-02		
09155	235-6	MF	PARACHUTE TOWER					Jun-02		
09500	018	MF	COMPUTER BLDG	K	5					
09503	017-5	MF	LOG CNTR, CPO	K						
09523	017-3	MF	LOG CNTR	K						
09540	068-3	MF	@ ARMY RESERVE/MAINT	K						
09552	068-5	MF	RESERVE/WAREHOUSE	K						

This page intentionally blank

09580	019	MF	BASE SHOPS (SPKLR)	K	6					
09580	083	MF	BASE SHOPS	K	4					
09583	036	MF	BATTERY SHOP	K	5					
09592	018-7	MF	LOG CNTR	K						
09620	201	MF	DOL(SPKLR ONLY)	K	1					
09641	025	MF	TASC (SPKLR)	K	4	NOTIFIER				
09645	025-3	MF	MILES (DRY SPKLR)	K						
09674	159	MF	HAZARDOUS MTL @ DOL	K	3	SILENT KNI				
09691	157-5	MF	NAV-MARINE/MAINT							
09692	157-8	MF	NAV-MARINE/HAZMAT							
09693	157-5	MF	NAV-MARINE/HAZMAT							
09985	031	MF	OLD MADIGAN MAINT.	K	1					
11138	093	MF	E1405/MOTOR POOL	K	8					
11166	102	MF	E1221/MOTOR POOL	K	8					
11248	091	MF	E1307/MOTOR POOL	K	5					
11504	086	MF	A1504/MOTOR POOL	K	8					
A1491	174	MF	MOTOR POOL	K						
02044	074	MF	DPW SHOP	K	2				Nov-00	
03393	279-5	MP	SENTRY STATION						Aug-02	
05183	311	MP	CID	X	5				Jan-01	
02001	280	MS	MN POST CHAPEL	K	1					
02004	189	MS	FRENCH THEATER	K	1					
02022	057	MS	JENSEN GYM	K	1	S				
02109	155	MS	LIBRARY	K	2	NOTIFIER	SYS 500			
02161	062-2	MS	GYM @ CAREY THEATER							
02163	062	MS	CAREY THEATER	K	5					
02166	062-4	MS	TICKETS & TOURS			FIRELITE	MINISCAN 424A	May-00		
02272	062-5	MS	BOWLING ALLEY			KIDDE	KDR-400			
02275	014	MS	ROLLER RINK	K	5	KIDDE	KDDR-400			
02295	242	MS	YOUTH CNTR	K	3	KIDDE	KAS 200			
02400	059	MS	CASCADE COMMUNITY CNTR.	K	2	L	FLEXALARM			
03236	151	MS	SOLDIERS FIELD HOUSE	X	6					
03271	054	MS	LIBRARY	K	1	NOTIFIER	SYS 500			
03646	185	MS	USAF COMPOUND	K	1			Sep-02		
03759	123	MS	GYM	K	1			Aug-02		
03799	108	MS	CHAPEL	K	1			Aug-02		
03969	356	MS	SKEET RANGE	K	1			Mar-01		
04081	211	MS	AUTOCRAFT SHOP	K	1			Feb-01		
04274	204	MS	FAMILY RESOURCE CNTR	K	7			Feb-01		
08050	021	MS	NW ADVENTURE CNTR	K	8			Feb-01		
08069	082	MS	CAMPGROUND	K	1					
08197	013	MS	BEACHWOOD YOUTH CNTR	K	1			Nov-00		
08274	010	MS	EM BEACH	K	1			Jan-01		
08278	334	MS	BEACH CONTROL CNTR	H	1			Jan-01		
08980	328	MS	MARINA BOAT MAINT.	K	2			Mar-01		
09120	306	MS	4 CHAPLIN CHAPEL	K	1			Aug-02		
09935	088	MS	CERAMIC/PET SHOP	K	8					
09993	033	MS	GYM MADIGAN HOSPITAL	K	3					
A0310	007	MS	NF GYM (DRY SPKLR)	K	2	FIRELITE	MS-424			
B1216	032	MS	REC CENTER (SPKLR)	K	2					
02407	094	POL	STRYKER GAS STATION	K						

This page intentionally blank

03389	279-4	POL	POL					Aug-02		
03392	279-2	POL	FUELING STATION					Aug-02		
06038	304	POL	GAS SHOPETE	K	8			Mar-01		
09588	231	POL	DOL CSRA	X	6					
09636	028	POL	CONSOLIDATED FUEL STOR.	K	2					
C0112	222	POL	OLD FUEL STATION	K	1					
01315	004	RCF	RCF MAINTENANCE BLDG.	K	1					
01324	043	RCF	MENTAL HEALTH CONF. FAC.	K	8	IC	SYSTEM 3, CP35	May-00		
01325	042	RCF	WOOD SHOP CONF. FAC.	K		EST	LSS-1	May-00		
01450	064	RCF	STOCKADE	K	8	FIRELITE	MINESCAN 424	May-00		
01450	101	RCF	STOCKADE	K	4	FIRELITE		May-00		
01451	101-1	RCF	@ STOCKADE			FIRELITE		May-00		
01452	101-2	RCF	@ STOCKADE			IC				
03086	078	TF	FLIGHT SIMULATOR	K	5	FIRELITE	SENSISCAN 2000	Jul-00		
03087	183	TF	FLIGHT SIMULATOR	K	7			Oct-00		
03203	148	TF	TSC TEST CNTR	K	3			Sep-00		
03501	122	TF	TARGET TRAINER	K	1			Jun-02		
09111	258	TF	SKIF	K	1			Aug-02		
09532	068	TF	ARMY RESERVE CENTER	K	6					
09608	238	TF	NAT'L GUARD CNTR	K	3					
09690	157	TF	NAV-MARINE FAC	K	8	EST	LSS4/36			
11732	327	TF	A1426/BATTLE SIMS	K	2					
A1110	072	TF	BATTLE SIMS	K	4					
A1112	072-5	TF	@ BATTLE SIMS							
A1413	005	TF	BATTLE SIMS	K	3					
A1451	008	TF	BATTLE SIMS (DRY SPKLR)	K	2					
01523	044	UTL	GOLF COURSE PUMP HUSE	K	1	NOTIFIER	SYS 500	May-00		
02160	062-3	UTL	BOILER PLANT							
02895	297	UTL	UPGRADE XMTR TOWER	K	1			Jul-00		
03054	047	UTL	PUMP HOUSE	K	7			Aug-00		
03080	303	UTL	ASR RDR SITE (BILL 3080)	K	1			Oct-00		
03095	314	UTL	INCINERATOR	K	1			Oct-00		
03146	225	UTL	HANGAR PUMP	K	2			May-02		
07601	243	UTL	DUMP	K	1			Mar-01		
07972	034	UTL	WATER PLANT	K	8			Dec-00		
07974	034-4	UTL	@ WTR PLANT	K				Dec-00		
07975	034-3	UTL	@ WTR PLANT	K				Dec-00		
09140	226-6	UTL	Sew. Lift Sta (Hi Wtr)					Aug-02		
01411	066-3	WH	I CORPS STORAGE			FARADAY	15101			
03102	035	WH	ARMY RESERVE STORAGE	K	4					
03113	342	WH	ARMY RESERVE STORAGE	H	2			Jun-02		
03391	279-3	WH	STORAGE					Aug-02		
03479	LOCAL	WH	RANGER STORAGE							
03922	300	WH	SUPPLY @ MTR POOL	K	1			Feb-01		
04078	070-2	WH	WAREHOUSE					Dec-00		
04170	070-3	WH	@ DPCA					Dec-00		
04172	070-6	WH	@ DPCA					Dec-00		
04172	070-7	WH	@DPCA					Dec-00		
04173	070-8	WH	@DPCA					Dec-00		
04175	070-5	WH	@ DPCA							
04294	333-7	WH	HQ STORAGE GARAGE					Mar-01		

This page intentionally blank

09146	235-2	WH	MP STORAGE					Jun-02		
09149	235-3	WH	MP SUPPLY					Jun-02		
09157	235-7	WH	SF STORAGE					Jun-02		
09180	236	WH	SUPPLY	K	5			Jul-02		
09534	085	WH	DOL	K	1	SILENT	KNIGHT			
09570	029	WH	(SPKLR)	K	5					
09630	026	WH	LOG WAREHOUSE (SPKLR)	K	6					
09630	084	WH	LOG WAREHOUSE	K	6					
09640	022	WH	CIR (SPKLR)	K	8					
09646	025-5	WH	BOAT STORAGE (DRY SPKLR)	K						
09660	020	WH	LOG WAREHOUSE (SPKLR)	K	5					
09665	023	WH	MAMC WAREHOUSE (MH)	K	7					
09669	087	WH	LOG WAREHOUSE	K	2					
09670	024	WH	DRMO (DRY SPKLR)	K	8					
09673	175	WH	HAZ MAT'L STORAGE	K	3					
B0834	LOCAL	WH	NF							
F0002	104-1	WH	NF WAREHOUSE							
F0004	104-2	WH	NF WAREHOUSE							
F0006	104-3	WH	NF WAREHOUSE							
F0008	104	WH	NF WAREHOUSE	K	5					
F0010	104-5	WH	NF WAREHOUSE							
F0016	003-4	WH	NF WAREHOUSE	K						
F0017	003	WH	NF WAREHOUSE (DRY SPKLR)	K	4					
F0018	003-3	WH	NF WAREHOUSE	K						
M0006	330	WH	ASP RECEIVING	K	1					
	313	EMS	FLFD PORTABLE	K	2			Aug-00		
	208			K	4					
00032	095		CM	K	2					
00051	067		CM 51 & 50 TRNG	H	5					
00064	090		CM, POC: 984-9134	K	5					
00064	090-3		CM, PAGER: 280-4326/74							
00101	015-2		CM							
00102	015		CM	K	6					
00104	154		CM	H	7					
00105	015-6		CM							
00107	015-3		CM							
00112	015-4		CM							
00116	147		CM: 512-8799	H	1					
00126	261		CM	K	3					
00217	261-2		CM							
01214	097-7									
01236	240		CCTT	H	6	EST	EST2			
01236	241		CCTT	H	0	EST	EST2			
03169	LOCAL	MF	MOTOR POOL							
03317	188	MF	TRAILER	X	2			Oct-00 / Jun-02		
09030	357		CHPPM (MN)	K						
09113	308	MP	SIGNAL INTELLIGENCE	H	1			Aug-02		
A0112	135	BKS	BARRACKS	K	5					
A0113	137		NF	K	7					
A0124	146	BKS	BARRACKS	K	1					
A0133	136	BKS	BARRACKS	K	4					

This page intentionally blank

A0454	259-2	TF	TRAINING FACILITY			NOTIFIER	SYS 500			
A0455	259	TF	TRAINING FACILITY	K	3	NOTIFIER	SYS 500			
A0540	LOCAL	TF	TRAINING FACILITY							
A0611	199	ADM	ADMIN	K	3					
A0638	199-3		NF							
A0707	164	BKS	BARRACKS	K	6					
B0812	305	ADM	ADMIN	K	1					
C1203	186		NF	K	1					
C1224	053	BKS	BARRACKS	K	6					
DO508	LOCAL	BKS	BARRACKS			NOTIFIER	SYS 500			
E0390	208-4		NF							
SPARE	153									
SPARE	192			K	1					
SPARE	200			K	1					
SPARE	203		10/99 (3E38)		1					
UNUSED	358									
UNUSED	359									
UNUSED	360									

This page intentionally blank

FACP INFORMATION BY BLDG TYPE & SERVICE SCHEDULE									
BLDG NO	XMTR		FACILITY	SERVICED	YEAR DUE	YEAR DUE	YEAR DUE	YEAR DUE	YEAR DUE
01010	184	ADM	HQ GOLD STRIKE ROTC		2003		2005		2007
02012	139	ADM	DPW		2003		2005		2007
02015	138	ADM	CPO / DOC / USACE		2003		2005		2007
02025	060	ADM	POST HQ	Jul-00	2003	2004	2005	2006	2007
02025A	309	ADM	GENERALS HQ	Jul-00	2003	2004	2005	2006	2007
02027	089	ADM	JAG & DRM	Jul-00		2004		2006	
02140	061	ADM	WALLER HALL		2003	2004	2005	2006	2007
02150	331	ADM	HOUSING	May-00	2003			2006	
03026	045	ADM	ADMIN	Aug-00	2003			2006	
03065	048-7	ADM	AIRFIELD	Aug-00	2003			2006	
03077	048-6	ADM	AIRFIELD	Aug-00	2003			2006	
03148	178	ADM	9TH CAV AIR ATTACK	Nov-00	2003			2006	
03243	216	ADM	HQ 62ND MED GRP	Nov-00	2003			2006	
03328	166	ADM	BN HQ	Oct-00	2003			2006	
03651	140	ADM	BN HQ	Sep-02			2005		2007
03659	165	ADM	BN HQ	Feb-01			2005		2007
03670	180	ADM	BN HQ	Jan-01			2005		2007
03672	177	ADM	ADMIN	Oct-02			2005		2007
03674	179	ADM	ADMIN	Aug-02			2005		2007
03733	107	ADM	BRIGADE HQ	Sep-02			2005		2007
03743	112	ADM	BN HQ	Sep-02			2005		2007
03745	LOCAL	ADM	BN HQ	Sep-02			2005		2007
03746	LOCAL	ADM	BN HQ				2005		2007
03758	120	ADM	ORDERLY ROOM	Aug-02			2005		2007
04076	070-1	ADM	@ DPCA	Dec-00					
04079	070	ADM	MWR MARKETING	Dec-00					
04174	099	ADM	FINANCE DEPT	Jan-01		2004		2006	
04290	333	ADM	5TH ARMY WEST HQ	Feb-01	2003		2005		2007
04320	006	ADM	MUSEUM	Mar-01	2003		2005		2007
05164	009	ADM	TRANSITION PT.	Feb-01					
06231	063	ADM	66TH AVIATION HQ	Jan-01					
09031	206	ADM		Feb-01					
09116	162	ADM	HQ 201ST MI BD	Aug-02			2005		
09160	236-1	ADM	BN HQ SIMONS HALL	Jun-02			2005		
09162	226-1	ADM	BN HQ MADDING HALL	Jul-02			2005		
09177	226-2	ADM	CO HQ	Jun-02			2005		
09178	236-2	ADM	CO HQ	Jul-02			2005		
09181	236-4	ADM	CO HQ	Jun-02			2005		
09190	236-5	ADM	BN HQ	Jul-02			2005		
12228	346	ADM	BN HQ	Jul-00		2004		2006	
12235	345	ADM	BRIGADE HQ			2004		2006	
12248	344	ADM	BN HQ	Aug-00		2004		2006	
12321	347	ADM	COS	Jun-00		2004		2006	
12324	317	ADM	B CO/SUP	Jun-00		2004		2006	
12327	316	ADM	A CO/SUP	Jun-00		2004		2006	
12341	343	ADM	COS	Jun-00		2004		2006	
12344	319	ADM	D CO/SUP	Jun-00		2004		2006	

This page intentionally blank

12347	318	ADM	C CO/SUP	Jun-00		2004		2006	
12731	323	ADM	C CO/SUP	Jul-00		2004		2006	
12734	324	ADM	B CO/SUP	Nov-00		2004		2006	
12737	325	ADM	A CO/SUP	Jul-00		2004		2006	
12741	351	ADM	COS	Oct-00		2004		2006	
12744	352	ADM	COS	Oct-00		2004		2006	
12747	353	ADM	CO HQ	Sep-00		2004		2006	
12821	326	ADM	BN HQ	Aug-00		2004		2006	
12835	355	ADM	BRIGADE HQ	Jul-00		2004		2006	
12841	354	ADM	BN HQ	Aug-00		2004		2006	
A0611	199	ADM	ADMIN						
B0808	191	ADM	NF		2003			2006	
B0809	196	ADM	NF		2003			2006	
B0812	305	ADM	ADMIN						
B0833	197	ADM	NF		2003			2006	
M0001	329	ADM	ASP ADMIN		2003			2006	
01034	217-3	BEQ	BEQ		2003		2005		2007
01036	217	BEQ	BEQ		2003		2005		2007
01037	217-2	BEQ	BEQ		2003		2005		2007
02006	106	BKS	ADMIN/BARRACKS	Jul-00	2003		2005		2007
02007	237	BKS	ADMIN/BARRACKS		2003		2005		2007
02008	117	BKS	ADMIN/BARRACKS		2003		2005		2007
02013	143	ADM	DCA		2003		2005		2007
02019	141	BKS	ADMIN/BARRACKS		2003		2005		2007
02020	187	BKS	ADMIN/BARRACKS		2003		2005		2007
02021	142	BKS	ADMIN/BARRACKS		2003		2005		2007
02026	058	BKS	BARRACKS		2003		2005		2007
02110	080	BKS	GUEST HOUSE		2003		2005		2007
03114	244	BKS	BARRACKS	Sep-01		2004		2006	
03115	245	BKS	BARRACKS	Sep-01		2004		2006	
03116	246	BKS	BARRACKS	Sep-01		2004		2006	
03118	247	BKS	BARRACKS	Sep-01		2004		2006	
03119	248	BKS	BARRACKS	Sep-01		2004		2006	
03121	249	BKS	BARRACKS	Nov-01		2004		2006	
03122	250	BKS	BARRACKS	Nov-01		2004		2006	
03123	144	BKS	BARRACKS	Sep-01		2004		2006	
03124	251	BKS	BARRACKS	Sep-01		2004		2006	
03156	252	BKS	BARRACKS	Sep-01		2004		2006	
03157	253	BKS	BARRACKS	Sep-01		2004		2006	
03158	254	BKS	BARRACKS	Oct-01		2004		2006	
03160	255	BKS	BARRACKS	Sep-01		2004		2006	
03161	131	BKS	BARRACKS	Sep-01		2004		2006	
03163	256	BKS	BARRACKS	Oct-01		2004		2006	
03164	132	BKS	BARRACKS	Sep-01		2004		2006	
03165A	260	BKS	BARRACKS	Oct-01		2004		2006	
03165B	198	BKS	BARRACKS	Oct-01		2004		2006	
03165C	257	BKS	BARRACKS	Oct-01		2004		2006	
03213	283	BKS	BARRACKS	Oct-01		2004		2006	
03214	284	BKS	BARRACKS	Oct-01		2004		2006	

This page intentionally blank

03215	285	BKS	BARRACKS	Oct-01		2004		2006	
03216	286	BKS	BARRACKS			2004		2006	
03218	134	BKS	BARRACKS (320H)			2004		2006	
03219	134-1	BKS	BARRACKS	Nov-01		2004		2006	
03221	287	BKS	BARRACKS	Nov-01		2004		2006	
03222	288	BKS	BARRACKS	Nov-01		2004		2006	
03223	289	BKS	BARRACKS	Nov-01		2004		2006	
03224	290	BKS	BARRACKS	Oct-01		2004		2006	
03278	296	BKS	BARRACKS	Oct-01		2004		2006	
03279	128	BKS	BARRACKS(320)	Oct-01		2004		2006	
03280	124	BKS	BARRACKS	Oct-01		2004		2006	
03281	129	BKS	BARRACKS(320)	12/2001		2004		2006	
03283	312	BKS	BARRACKS	Nov-01		2004		2006	
03284	133	BKS	BARRACKS (320)	Nov-01		2004		2006	
03286	291	BKS	BARRACKS	Nov-01		2004		2006	
03287	292	BKS	BARRACKS	Oct-01		2004		2006	
03288	293	BKS	BARRACKS	Oct-01		2004		2006	
03413	262	BKS	BARRACKS	12/2001	2003		2005		2007
03414	263	BKS	BARRACKS	Nov-01	2003		2005		2007
03415	264	BKS	BARRACKS	Nov-01	2003		2005		2007
03416	265	BKS	BARRACKS	12/2001	2003		2005		2007
03417	266	BKS	BARRACKS	12/2001	2003		2005		2007
03418	267	BKS	BARRACKS	12/2001	2003		2005		2007
03419	268	BKS	BARRACKS	12/2001	2003		2005		2007
03420	269	BKS	BARRACKS	12/2001	2003		2005		2007
03421	270	BKS	BARRACKS	12/2001	2003		2005		2007
03422	271	BKS	BARRACKS	12/2001	2003		2005		2007
03469	272	BKS	BARRACKS	Dec-00	2003		2005		2007
03470	273	BKS	BARRACKS	Dec-00	2003		2005		2007
03474	274	BKS	BARRACKS	Nov-00	2003		2005		2007
03475	275	BKS	BARRACKS	Nov-00	2003		2005		2007
03653	233	BKS	BARRACKS	Dec-00	2003		2005		2007
03654	239	BKS	BARRACKS	Oct-02	2003		2005		2007
03655	145	BKS	BARRACKS	Sep-02	2003		2005		2007
03656	077	BKS	BARRACKS	Dec-00	2003		2005		2007
03657	016	BKS	BARRACKS	Oct-02	2003		2005		2007
03761	105	BKS	BARRACKS	Sep-02	2003		2005		2007
03762	127	BKS	BARRACKS	Sep-02	2003		2005		2007
03763	115	BKS	BARRACKS	Sep-02	2003		2005		2007
03764	109	BKS	BARRACKS	Sep-02	2003		2005		2007
03765	110	BKS	BARRACKS	Sep-02	2003		2005		2007
03766	119	BKS	BARRACKS	Sep-02	2003		2005		2007
09175	226-3	BKS	SF BARRACKS	Jul-02	2003		2005		2007
09176	226-5	BKS	SF BARRACKS	Jul-02	2003		2005		2007
09906	096	BKS	BARRACKS		2003		2005		2007
09997	125-5	BKS	BARRACKS (MH)		2003		2005		2007
09998	125	BKS	BARRACKS (MH)		2003		2005		2007
12418	156	BKS	B CO BARRACKS			2004		2006	
12435	348	BKS	BARRACKS			2004		2006	

This page intentionally blank

12458	161	BKS	A BARRACKS			2004		2006	
12603	321	BKS	A BARRACKS			2004		2006	
12630	349	BKS	BARRACKS	Feb-01		2004		2006	
12663	322	BKS	B BARRACKS			2004		2006	
A0112	135	BKS	BARRACKS		2003		2005		2007
A0124	146	BKS	BARRACKS		2003		2005		2007
A0132	173	BKS	BARRACKS		2003		2005		2007
A0133	136	BKS	BARRACKS		2003		2005		2007
A0336	LOCAL	BKS	BARRACKS		2003		2005		2007
A0506	LOCAL	BKS	BARRACKS		2003		2005		2007
A0506	LOCAL	BKS	BARRACKS		2003		2005		2007
A0507	LOCAL	BKS	BARRACKS		2003		2005		2007
A0536	LOCAL	BKS	BARRACKS		2003		2005		2007
A0536	LOCAL	BKS	BARACKS		2003		2005		2007
A0537	LOCAL	BKS	BARRACKS		2003		2005		2007
A0606	LOCAL	BKS	BARRACKS		2003		2005		2007
A0607	LOCAL	BKS	BARRACKS		2003		2005		2007
A0632	LOCAL	BKS	BARRACKS		2003		2005		2007
A0636	LOCAL	BKS	BARRACKS		2003		2005		2007
A0637	LOCAL	BKS	BARRACKS		2003		2005		2007
B0405	150-4	BKS	BARRACKS		2003		2005		2007
B0407	150-3	BKS	BARRACKS		2003		2005		2007
B0408	150-2	BKS	BARRACKS		2003		2005		2007
B0409	150	BKS	BARRACKS		2003		2005		2007
B0508	LOCAL	BKS	BARRACKS		2003		2005		2007
B0531	170-2	BKS	BARRACKS						
B0532*	170	BKS	NF, * TRANSMITTER NOT HOOKED UP		2003		2005		2007
B0533*	170-3	BKS	NF, * TRANSMITTER NOT HOOKED UP		2003		2005		2007
B0607	170-4	BKS	BARRACKS		2003		2005		2007
B0608	171-5	BKS	BARRACKS		2003		2005		2007
B0609	170-5	BKS	BARRACKS		2003		2005		2007
B0609	170-5	BKS	BARRACKS		2003		2005		2007
A0707	164	BKS	BARRACKS		2003		2005		2007
B0732	LOCAL	BKS	BARRACKS		2003		2005		2007
B0733	LOCAL	BKS	BARRACKS		2003		2005		2007
B0803	214-3	BKS	BARRACKS		2003		2005		2007
B0804	214	BKS	BARRACKS		2003		2005		2007
B0805	214-1	BKS	BARRACKS		2003		2005		2007
B0820	215-4	BKS	BARRACKS		2003		2005		2007
B0821	215-5	BKS	BARRACKS		2003		2005		2007
B0822	215	BKS	BARRACKS		2003		2005		2007
B0827	215-1	BKS	BARRACKS		2003		2005		2007
B0828	215-2	BKS	BARRACKS		2003		2005		2007
B0829	215-3	BKS	BARRACKS		2003		2005		2007
C0306	193	BKS	BARRACKS		2003		2005		2007
C0526	167-6	BKS	BARRACKS		2003		2005		2007
C0702	167-4	BKS	BARRACKS		2003		2005		2007
C0703	167-5	BKS	BARRACKS		2003		2005		2007
C0706	167	BKS	BARRACKS		2003		2005		2007

This page intentionally blank

C0707	167-2	BKS	BARRACKS		2003		2005		2007
C0722	LOCAL	BKS	BARRACKS		2003		2005		2007
C0723	167-1	BKS	BARRACKS		2003		2005		2007
C0902	LOCAL	BKS	BARRACKS		2003		2005		2007
C0903	168-5	BKS	BARRACKS		2003		2005		2007
C0906	168-6	BKS	BARRACKS		2003		2005		2007
C0922	168-1	BKS	BARRACKS		2003		2005		2007
C0923C	168-2	BKS	BARRACKS		2003		2005		2007
C0926	168	BKS	BARRACKS		2003		2005		2007
C0927	LOCAL	BKS	BARRACKS		2003		2005		2007
C1026	169	BKS	BARRACKS		2003		2005		2007
C1224	053	BKS	BARRACKS		2003		2005		2007
C1227	172	BKS	BARRACKS		2003		2005		2007
C1333	169-3	BKS	BARRACKS		2003		2005		2007
C1334	169-2	BKS	BARRACKS		2003		2005		2007
D0304	LOCAL	BKS	BARRACKS		2003		2005		2007
D0305	LOCAL	BKS	BARRACKS		2003		2005		2007
D0306	LOCAL	BKS	BARRACKS		2003		2005		2007
D0307	LOCAL	BKS	BARRACKS		2003		2005		2007
D0308	LOCAL	BKS	BARRACKS		2003		2005		2007
D0309	LOCAL	BKS	BARRACKS		2003		2005		2007
D0330	LOCAL	BKS	BARRACKS		2003		2005		2007
D0331	LOCAL	BKS	BARRACKS		2003		2005		2007
D0332	LOCAL	BKS	BARRACKS		2003		2005		2007
D0333	LOCAL	BKS	BARRACKS		2003		2005		2007
D0504	LOCAL	BKS	BARRACKS		2003		2005		2007
D0506	LOCAL	BKS	BARRACKS		2003		2005		2007
D0509	LOCAL	BKS	BARRACKS		2003		2005		2007
D0528	LOCAL	BKS	BARRACKS		2003		2005		2007
D0529	LOCAL	BKS	BARRACKS		2003		2005		2007
D0530	LOCAL	BKS	BARRACKS		2003		2005		2007
D0531	LOCAL	BKS	BARRACKS		2003		2005		2007
D0532	LOCAL	BKS	BARRACKS		2003		2005		2007
D0533	LOCAL	BKS	BARRACKS		2003		2005		2007
D0604	LOCAL	BKS	BARRACKS		2003		2005		2007
D0605	LOCAL	BKS	BARRACKS		2003		2005		2007
D0606	LOCAL	BKS	BARRACKS		2003		2005		2007
D0607	LOCAL	BKS	BARRACKS		2003		2005		2007
D0608	LOCAL	BKS	BARRACKS		2003		2005		2007
D0609	LOCAL	BKS	BARRACKS		2003		2005		2007
D0628	LOCAL	BKS	BARRACKS		2003		2005		2007
D0629	LOCAL	BKS	BARRACKS		2003		2005		2007
D0630	LOCAL	BKS	BARRACKS		2003		2005		2007
D0631	LOCAL	BKS	BARRACKS		2003		2005		2007
D0632	LOCAL	BKS	BARRACKS		2003		2005		2007
D0633	LOCAL	BKS	BARRACKS		2003		2005		2007
D0704	LOCAL	BKS	BARRACKS		2003		2005		2007
D0705	LOCAL	BKS	BARRACKS		2003		2005		2007
D0706	LOCAL	BKS	BARRACKS		2003		2005		2007

This page intentionally blank

D0707	LOCAL	BKS	BARRACKS		2003		2005		2007
D0708	LOCAL	BKS	BARRACKS		2003		2005		2007
D0709	LOCAL	BKS	BARRACKS		2003		2005		2007
D0728	LOCAL	BKS	BARRACKS		2003		2005		2007
D0729	LOCAL	BKS	BARRACKS		2003		2005		2007
D0730	LOCAL	BKS	BARRACKS		2003		2005		2007
D0731	LOCAL	BKS	BARRACKS		2003		2005		2007
D0732	LOCAL	BKS	BARRACKS		2003		2005		2007
D0733	LOCAL	BKS	BARRACKS		2003		2005		2007
D0804	LOCAL	BKS	BARRACKS		2003		2005		2007
D0805	LOCAL	BKS	BARRACKS		2003		2005		2007
D0806	LOCAL	BKS	BARRACKS		2003		2005		2007
D0807	LOCAL	BKS	BARRACKS		2003		2005		2007
D0808	LOCAL	BKS	BARRACKS		2003		2005		2007
D0809	LOCAL	BKS	BARRACKS		2003		2005		2007
D0828	LOCAL	BKS	BARRACKS		2003		2005		2007
D0829	LOCAL	BKS	BARRACKS		2003		2005		2007
D0830	LOCAL	BKS	BARRACKS		2003		2005		2007
D0831	LOCAL	BKS	BARRACKS		2003		2005		2007
D0832	LOCAL	BKS	BARRACKS		2003		2005		2007
D0833	LOCAL	BKS	BARRACKS		2003		2005		2007
D0903	LOCAL	BKS	BARRACKS		2003		2005		2007
D0904	LOCAL	BKS	BARRACKS		2003		2005		2007
D0905	LOCAL	BKS	BARRACKS		2003		2005		2007
D0906	LOCAL	BKS	BARRACKS		2003		2005		2007
D0913	LOCAL	BKS	BARRACKS		2003		2005		2007
D0914	LOCAL	BKS	BARRACKS		2003		2005		2007
D0933	LOCAL	BKS	BARRACKS		2003		2005		2007
D0940	LOCAL	BKS	BARRACKS		2003		2005		2007
D0940	LOCAL	BKS	BARRACKS		2003		2005		2007
D0948	LOCAL	BKS	BARRACKS		2003		2005		2007
D1106	LOCAL	BKS	BARRACKS						
D1117	LOCAL	BKS	BARRACKS		2003		2005		2007
D1118	LOCAL	BKS	BARRACKS		2003		2005		2007
D1143	LOCAL	BKS	BARRACKS		2003		2005		2007
D1151	LOCAL	BKS	BARRACKS		2003		2005		2007
D1158	LOCAL	BKS	BARRACKS		2003		2005		2007
D1159	LOCAL	BKS	BARRACKS		2003		2005		2007
D1160	LOCAL	BKS	BARRACKS		2003		2005		2007
D1163	LOCAL	BKS	BARRACKS		2003		2005		2007
DO328	LOCAL	BKS	BARRACKS		2003		2005		2007
DO329	LOCAL	BKS	BARRACKS		2003		2005		2007
DO505	LOCAL	BKS	BARRACKS		2003		2005		2007
DO507	LOCAL	BKS	BARRACKS		2003		2005		2007
DO508	LOCAL	BKS	BARRACKS		2003		2005		2007
SPARE	171	BKS	BARRACKS		2003		2005		2007
01020	294	BOQ	BRONSON HALL		2003	2004	2005	2006	2007
02111	160	BOQ	FT LEWIS LODGE		2003	2004	2005	2006	2007
02492	158	BOQ	BARRACKS		2003		2005		2007

This page intentionally blank

02493	163	BOQ	BARRACKS		2003		2005		2007
09999	302	BOQ	FISHER HOUSE		2003	2004	2005	2006	2007
02095	230	CDC	CHILD DEVELOPMENT CNTR		2003	2004	2005	2006	2007
06995	234	CDC	CHILD DEVELOPMENT CNTR		2003	2004	2005	2006	2007
08300	232	CDC	CHILD DEVELOPMENT CNTR		2003	2004	2005	2006	2007
02072	149	COM	LIGHTHOUSE FOR THE BLIND			2004			2007
02201	202	COM	CREDIT UNION	Jun-00		2004			2007
02202	277	COM	MINI-MALL		2003	2004	2005	2006	2007
02204	310	COM	FIRESTONE	Jun-00		2004			2007
05170	103	COM	THRIFT SHOP	Jan-01		2004			2007
05172	103-1	COM	THRIFT SHOP	Jan-01		2004			2007
05275	152	COM	COMMISARY		2003	2004	2005	2006	2007
05280	073	COM	POST EXCHANGE		2003	2004	2005	2006	2007
06071	301	COM	PHONE BLDG	Mar-01		2004			2007
09035	069	COM	Credit Union (Madigan)				2005		
09052	205	COM	SHOPPETTE @ MADIGAN				2005		
09564	307	COM	GTE SUPPORT CNTR				2005		
12570	194	COM	RSU/TELEPHONE	May-00			2005		
A1006	295	COM	NF MINI-MALL		2003		2005		2007
03757	126	DF	DINING FACILITY	Aug-02		2004		2006	
09179	226	DF	DINING FACILITY	Jun-02		2004		2006	
12430	320	DF	DINING FACILITY			2004		2006	
12638	350	DF	DINING FACILITY			2004		2006	
C0327	195	DF	DINING FACILITY			2004		2006	
C0928	168-4	DF	DINING FACILITY			2004		2006	
02090	121	EF	CLARKMORE SCHOOL	Jul-00	2003	2004	2005	2006	2007
05190	116	EF	GREENWOOD SCHOOL	Nov-00	2003	2004	2005	2006	2007
05901	113	EF	PARKWAY SCHOOL	Nov-00	2003	2004	2005	2006	2007
06242	041	EF	STONE EDUCATION CNTR	May-00	2003	2004	2005	2006	2007
06399	114	EF	HILLSIDE SCHOOL	Nov-00	2003	2004	2005	2006	2007
08586	012	EF	BEACHWOOD SCHOOL		2003	2004	2005	2006	2007
09010	276	EF	EVERGREEN SCHOOL	Nov-00	2003	2004	2005	2006	2007
	313	EMS	FLFD PORTABLE	Aug-00					
03081	LOCAL	EMS	FIRE STA. 2						
01529	299-5	FS	GOLF COURSE CLUB HOUSE		2005				
02260	207	FS	POPEYES	Jun-00			2005		
02265	298	FS	BURGER KING	Jun-00	2003		2005		2007
08085	011	FS	NCO CLUB (WET SPKLR)		2003		2005		2007
08981	332	FS	MARINA RESTRUANT	Mar-01			2005		
02103	056	MED	DENTAL CLINIC (MH)	Oct-00					
03204	055	MED	DENTAL CLINIC (MH)	Oct-00					
03740	118	MED	DENTAL CLINIC (MH)						
09040	281	MED	NEW MADIGAN HOSPITAL						
09045	209	MED	MADIGAN SUB STATION						
09678	315	MED	ISOLATION FAC.						
09900	212	MED	MADIGAN ADMIN						
09909	039	MED	WARD (MH)						
09909	040	MED	X-RAY (MH)						
09911	098	MED	LABORATORY (MH)						

This page intentionally blank

09920	092	MED	CLINIC (MH)						
09923	038	MED	WARD 5 (MH)						
09924	100	MED	CLINIC (MH)						
09931	037-2	MED	HOSPITAL @ ISOL (MH)						
09932	037-3	MED	HOSPITAL @ ISOL (MH)						
09933	037-4	MED	CLINIC @ ISOL (MH)						
09934	037	MED	MADIGAN ISOL BLDG						
09936	037-7	MED	ISOL BLDG						
09937	037-8	MED	ISOL BLDG						
B1008	002	MED	DENTAL CLINIC (WET SPKLR)						
01163	066	MF	MOTOR POOL (DEMO)						
01210	097	MF	DPW ENVIRONMENTAL	May-00					
01401	137	MF	TASC	May-00	2003		2005		2007
01517	081	MF	GOLF COURSE MAINT BLDG	May-00	2003			2006	
01521	299	MF	GOLF CART MAINT	May-00	2003			2006	
02043	074-2	MF	DPW SHOP	Nov-00		2004			2007
02045	001	MF	SHOP TEST						
02045	190	MF	ELECTRIC SHOP	Jul-00					
02047	190-3	MF	PW HAZ STORAGE	Nov-00	2003		2005		2007
02054	075	MF	DPW MAINT	Nov-00		2004		2006	
03025	221	MF	HANGAR	Aug-00	2003		2005		2007
03035	282	MF	PAINT BOOTH	Jun-00	2003		2005		2007
03036	079	MF	HANGAR	Aug-00	2003		2005		2007
03041	046	MF	HANGAR	Aug-00	2003		2005		2007
03052	047-1	MF	HANGAR	Aug-00	2003		2005		2007
03063	224	MF	HANGAR	Aug-00	2003		2005		2007
03075	048	MF	HANGAR	Aug-00	2003		2005		2007
03098	050	MF	OLR HANGAR	Oct-00	2003		2005		2007
03106	027	MF	ARMY RESERVE HANGER	May-02	2003		2005		2007
03106	130	MF	ARMY RESERVE HANGAR	Nov-00	2003		2005		2007
03146	225	MF	HANGAR PUMP	May-02	2003		2005		2007
03169	LOCAL	MF	MOTOR POOL		2003		2005		2007
03209	210	MF	AIRFIELD RADIO TOWER	Sep-00	2003		2005		2007
03272	030	MF	HANGAR (SPKLR)	Oct-00	2003		2005		2007
03306	213	MF	MOTOR POOL	Oct-00		2004		2006	
03317	188	MF	TRAILER	Oct-00 / Jun-02		2004		2006	
03352	065	MF	MOTOR POOL	May-02		2004		2006	
03378	278	MF	MOTOR POOL	Apr-02		2004		2006	
03379	278-6	MF	MOTOR POOL	Apr-02		2004		2006	
03380	278-5	MF	MOTOR POOL	Apr-02		2004		2006	
03381	278-8	MF	MOTOR POOL	Apr-02		2004		2006	
03382	278-7	MF	MOTOR POOL	Apr-02		2004		2006	
03390	279	MF	MOTOR POOL	Aug-02		2004		2006	
03426	219	MF	MOTOR POOL	Jun-02		2004		2006	
03427	218	MF	MOTOR POOL	May-02		2004		2006	
03644	051	MF	MOTOR POOL	Jan-01		2004		2006	
03751	049	MF	MOTOR POOL	Aug-02		2004		2006	
03810	229	MF	MOTOR POOL	Jan-01		2004		2006	
03812	228-1	MF	MOTOR POOL	Jan-01		2004		2006	

This page intentionally blank

03814	228-2	MF	MOTOR POOL	Jan-01		2004		2006	
03818	228-3	MF	MOTOR POOL	Jan-01		2004		2006	
03820	227-8	MF	MOTOR POOL	Jan-01		2004		2006	
03822	227	MF	MOTOR POOL	Jan-01		2004		2006	
03822	228	MF	MOTOR POOL	Jan-01		2004		2006	
03824	227-7	MF	MOTOR POOL			2004		2006	
03901	052	MF	MOTOR POOL	Jan-01		2004		2006	
03902	339	MF	MOTOR POOL	Feb-01		2004		2006	
03907	338	MF	MOTOR POOL	Feb-01		2004		2006	
03909	340	MF	MOTOR POOL	Feb-01		2004		2006	
03916	223	MF	MOTOR POOL			2004		2006	
03934	335	MF	MOTOR POOL	Mar-01		2004		2006	
03945	220	MF	MOTOR POOL	Mar-01		2004		2006	
03957	176	MF	MOTOR POOL	Feb-01		2004		2006	
03960	071	MF	MOTOR POOL	Mar-01		2004		2006	
03966	337	MF	MOTOR POOL	Mar-01		2004		2006	
03967	341	MF	MOTOR POOL	Mar-01		2004		2006	
03981	336	MF	MOTOR POOL	Feb-01		2004		2006	
03985	182	MF	MOTOR POOL	Feb-01		2004		2006	
03986	181	MF	MOTOR POOL	Feb-01		2004		2006	
04061	076	MF	PEST CONTROL	Feb-01					
09145	235	MF	MP MAINT BAY	Jun-02	2003		2005		2007
09155	235-6	MF	PARACHUTE TOWER	Jun-02	2003		2005		2007
09500	018	MF	COMPUTER BLDG			2004		2006	
09503	017-5	MF	LOG CNTR, CPO			2004		2006	
09523	017-3	MF	LOG CNTR			2004		2006	
09540	068-3	MF	@ ARMY RESERVE/MAINT			2004		2006	
09552	068-5	MF	@ ARMY RESERVE/WAREHOUSE			2004		2006	
09580	019	MF	BASE SHOPS (SPKLR)			2004		2006	
09580	083	MF	BASE SHOPS						
09583	036	MF	BATTERY SHOP			2004		2006	
09592	018-7	MF	LOG CNTR			2004		2006	
09620	201	MF	DOL(SPKLR ONLY)			2004		2006	
09641	025	MF	TASC (SPKLR)			2004		2006	
09645	025-3	MF	MILES (DRY SPKLR)			2004		2006	
09674	159	MF	HAZARDOUS MTL @ DOL			2004		2006	
09691	157-5	MF	NAV-MARINE/MAINT			2004		2006	
09692	157-8	MF	NAV-MARINE/HAZMAT			2004		2006	
09693	157-5	MF	NAV-MARINE/HAZMAT			2004		2006	
09985	031	MF	OLD MADIGAN MAINT.			2004		2006	
11138	093	MF	E1405/MOTOR POOL			2004		2006	
11166	102	MF	E1221/MOTOR POOL			2004		2006	
11248	091	MF	E1307/MOTOR POOL			2004		2006	
11504	086	MF	A1504/MOTOR POOL			2004		2006	
A1491	174	MF	MOTOR POOL			2004		2006	
02044	074	MF	DPW SHOP	Nov-00		2004		2006	
03393	279-5	MF	SENTRY STATION	Aug-02		2004		2006	
05183	311	MP	CID	Jan-01			2005		
09113	308	MP	SIGNAL INTELLIGENCE	Aug-02			2005		

This page intentionally blank

02001	280	MS	MN POST CHAPEL		2003	2004	2005	2006	2007
02004	189	MS	FRENCH THEATER		2003			2006	
02022	057	MS	JENSEN GYM		2003	2004	2005	2006	2007
02109	155	MS	LIBRARY		2003	2004	2005	2006	2007
02161	062-2	MS	GYM @ CAREY THEATER		2003	2004	2005	2006	
02163	062	MS	CAREY THEATER		2003	2004	2005	2006	
02166	062-4	MS	TICKETS & TOURS	May-00	2003	2004	2005	2006	
02272	062-5	MS	BOWLING ALLEY		2003	2004	2005	2006	
02275	014	MS	ROLLER RINK		2003	2004	2005	2006	
02295	242	MS	YOUTH CNTR		2003	2004	2005	2006	
02400	059	MS	CASCADE COMMUNITY CNTR.		2003	2004	2005	2006	2007
03236	151	MS	SOLDIERS FIELD HOUSE		2003	2004	2005	2006	2007
03271	054	MS	LIBRARY		2003	2004	2005	2006	2007
03646	185	ADM	USAF COMPOUND	Sep-02		2004			2007
03759	123	MS	GYM	Aug-02	2003	2004	2005	2006	2007
03799	108	MS	CHAPEL	Aug-02	2003	2004	2005	2006	2007
03969	356	MS	SKEET RANGE	Mar-01	2003	2004	2005	2006	2007
04081	211	MS	AUTOCRAFT SHOP	Feb-01	2003	2004	2005	2006	2007
04274	204	MS	FAMILY RESOURCE CNTR	Feb-01	2003	2004	2005	2006	2007
08050	021	MS	NW ADVENTURE CNTR	Feb-01	2003	2004	2005	2006	2007
08069	082	MS	CAMPGROUND		2003	2004	2005	2006	2007
08197	013	MS	BEACHWOOD YOUTH CNTR	Nov-00	2003	2004	2005	2006	2007
08274	010	MS	EM BEACH	Jan-01	2003	2004	2005	2006	2007
08278	334	MS	BEACH CONTROL CNTR	Jan-01	2003	2004	2005	2006	2007
08980	328	MS	MARINA BOAT MAINT.	Mar-01	2003	2004	2005	2006	2007
09120	306	MS	4 CHAPLIN CHAPEL	Aug-02	2003	2004	2005	2006	2007
09935	088	MS	CERAMIC/PET SHOP						
09993	033	MS	GYM MADIGAN HOSPITAL		2003	2004	2005	2006	2007
A0310	007	MS	NF GYM (DRY SPKLR)		2003	2004	2005	2006	2007
B1216	032	MS	REC CENTER (SPKLR)		2003	2004	2005	2006	2007
02407	094	POL	STRYKER GAS STATION				2005		
03389	279-4	POL	POL	Aug-02			2005		
03392	279-2	POL	FUELING STATION	Aug-02			2005		
06038	304	POL	GAS SHOPETE	Mar-01			2005		
09588	231	POL	DOL CSRA						
09636	028	POL	CONSOLIDATED FUEL STOR.		2003		2005		2007
C0112	222	POL	OLD FUEL STATION						
01315	004	RCF	RCF MAINTENANCE BLDG.			2004			2007
01324	043	RCF	MENTAL HEALTH CONF. FAC.	May-00		2004			2007
01325	042	RCF	WOOD SHOP CONF. FAC.	May-00		2004			2007
01450	064	RCF	STOCKADE	May-00		2004			2007
01450	101	RCF	STOCKADE	May-00		2004			2007
01451	101-1	RCF	@ STOCKADE	May-00		2004			2007
01452	101-2	RCF	@ STOCKADE			2004			2007
03086	078	TF	FLIGHT SIMULATOR	Jul-00		2004			2007
03087	183	TF	FLIGHT SIMULATOR	Oct-00		2004			2007
03203	148	TF	TSC TEST CNTR	Sep-00		2004			2007
03501	122	TF	TARGET TRAINER	Jun-02		2004			2007
09111	258	TF	SKIF	Aug-02		2004			2007

This page intentionally blank

09532	068	TF	ARMY RESERVE CENTER			2004			2007
09608	238	TF	NAT'L GUARD CNTR			2004			2007
09690	157	TF	NAV-MARINE FAC			2004			2007
11732	327	TF	A1426/BATTLE SIMS		2003			2006	
A0454	259-2	TF	TRAINING FACILITY		2003			2006	
A0455	259	TF	TRAINING FACILITY		2003			2006	
A0540	LOCAL	TF	TRAINING FACILITY		2003			2006	
A1110	072	TF	BATTLE SIMS		2003			2006	
A1112	072-5	TF	@ BATTLE SIMS		2003			2006	
A1413	005	TF	BATTLE SIMS		2003			2006	
A1451	008	TF	BATTLE SIMS (DRY SPKLR)		2003			2006	
01523	044	UTL	GOLF COURSE PUMP HUSE	May-00					
02160	062-3	UTL	BOILER PLANT			2004		2006	
02895	297	UTL	UPGRADE XMTR TOWER	Jul-00		2004		2006	
03054	047	UTL	PUMP HOUSE	Aug-00		2004		2006	
03080	303	UTL	ASR RDR SITE (BILL 3080)	Oct-00		2004		2006	
03095	314	UTL	INCINERATOR	Oct-00		2004		2006	
07601	243	UTL	DUMP	Mar-01		2004		2006	
07972	034	UTL	WATER PLANT	Dec-00		2004		2006	
07974	034-4	UTL	@ WTR PLANT	Dec-00		2004		2006	
07975	034-3	UTL	@ WTR PLANT	Dec-00		2004		2006	
09140	226-6	UTL	Sew. Lift Sta (Hi Wtr)	Aug-02		2004		2006	
01411	066-3	WH	I CORPS STORAGE						
03102	035	WH	ARMY RESERVE STORAGE				2005		
03113	342	WH	ARMY RESERVE STORAGE	Jun-02			2005		
03391	279-3	WH	STORAGE	Aug-02			2005		
03479	LOCAL	WH	RANGER STORAGE						
03922	300	WH	SUPPLY @ MTR POOL	Feb-01			2005		
04078	070-2	WH	WAREHOUSE	Dec-00			2005		
04170	070-3	WH	@ DPCA	Dec-00			2005		
04172	070-6	WH	@ DPCA	Dec-00			2005		
04172	070-7	WH	@ DPCA	Dec-00			2005		
04173	070-8	WH	@ DPCA	Dec-00					
04175	070-5	WH	@ DPCA				2005		2007
04294	333-7	WH	HQ STORAGE GARAGE	Mar-01			2005		2007
09146	235-2	WH	MP STORAGE	Jun-02			2005		2007
09149	235-3	WH	MP SUPPLY	Jun-02			2005		2007
09157	235-7	WH	SF STORAGE	Jun-02			2005		2007
09180	236	WH	SUPPLY	Jul-02			2005		2007
09534	085	WH	ARMY RESERVE STORAGE @ DOL		2003				
09570	029	WH	(SPKLR)		2003		2005		
09630	026	WH	LOG WAREHOUSE (SPKLR)		2003		2005		
09630	084	WH	LOG WAREHOUSE		2003		2005		
09640	022	WH	CIR (SPKLR)		2003		2005		
09646	025-5	WH	BOAT STORAGE (DRY SPKLR)		2003		2005		
09660	020	WH	LOG WAREHOUSE (SPKLR)		2003		2005		
09665	023	WH	MAMC WAREHOUSE (MH)		2003		2005		
09669	087	WH	LOG WAREHOUSE		2003		2005		
09670	024	WH	DRMO (DRY SPKLR)		2003		2005		

This page intentionally blank

09673	175	WH	HAZ MAT'L STORAGE		2003		2005		
B0834	LOCAL	WH	NF				2005		
F0002	104-1	WH	NF WAREHOUSE		2003		2005		
F0004	104-2	WH	NF WAREHOUSE		2003		2005		
F0006	104-3	WH	NF WAREHOUSE		2003		2005		
F0008	104	WH	NF WAREHOUSE		2003		2005		
F0010	104-5	WH	NF WAREHOUSE		2003		2005		
F0016	003-4	WH	NF WAREHOUSE		2003		2005		
F0017	003	WH	NF WAREHOUSE (DRY SPKLR)		2003		2005		
F0018	003-3	WH	NF WAREHOUSE		2003		2005		
M0006	330	WH	ASP RECEIVING		2003		2005		
	208								
00032	095		CM						
00051	067		CM 51 & 50 TRNG						
00064	090		CM, POC: 984-9134						
00064	090-3		CM, PAGER: 280-4326/74						
00101	015-2		CM						
00102	015		CM						
00104	154		CM						
00105	015-6		CM						
00107	015-3		CM						
00112	015-4		CM						
00116	147		CM: 512-8799						
00126	261		CM						
00217	261-2		CM						
01214	097-7								
01236	240		CCTT						
01236	241		CCTT						
09030	357		CHPPM (MN)						
A0113	137		NF						
A0638	199-3		NF						
C1203	186		NF						
E0390	208-4		NF						
SPARE	153								
SPARE	192								
SPARE	200								
SPARE	203		10/99 (3E38)						
UNUSED	358								
UNUSED	359								
UNUSED	360								

This page intentionally blank

APPENDIX E – COST ACCOUNTING DATA REQUIREMENTS

The following Contract Line Item Numbers (CLINs) in the Pricing Schedule are funded by multiple sources with different accounting codes used by the Government. The Government is required to make reports that show the allocations of these funds to contract requirements. Accordingly, the Contractor is required for each invoice submitted to show separately for these line items, the percentage of each line item invoiced to each code listed, as shown in the sample table below.

INVOICE NUMBER:		DATE:
CLIN 0001AA – Fire Alarm Systems Testing and Maintenance, Phase One Buildings. Amount billed for total line item =		\$2055.00
Codes	Scope of work for each code:	%
0001AA-1	Bldg 324	3
0001AA-2	Annex J	8
0001AA-3	Accounting Office	12
0001AA-4	Day Care Center	14
0001AA-5	Bldgs C0032, C0035, 345, and 401	16
0001AA-6	All others	47
CLIN 0001AB – Fire Alarm Systems Testing and Maintenance, Phase Two Buildings. Amount billed for total line item =		\$8000.00
Codes	Scope of work for each code:	%
0001AB-1	Area 105	10
0001AB-2	Areas 17,24, 45, and 44	22
0001AB-3	Accounting Office Grounds	10
0001AB-4	All others	58
CLIN 0001AA – Fire Alarm Systems Testing and Maintenance, Phase Three Buildings. Amount billed for total line item =		\$1746.00
Codes	Scope of work for each code:	%
0002-1	Bldg 324	13
0002-2	Annex J	9
0002-3	All other	78

SAMPLE TABLE

This page intentionally blank

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
INSPECTION, TESTING, AND MAINTENANCE
OF INSTALLED FIRE EXTINGUISHING AND
AUTOMATIC FIRE ALARM SYSTEMS**

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this SOW. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Service Delivery Summary (SDS) in the maintenance contract.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise the government desires to maintain a quality standard in operating, maintaining, and repairing facilities and that a service contract to provide the service is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program. Any deviations in the program must be approved by the Contracting Officer.

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
INSPECTION, TESTING, AND MAINTENANCE
OF INSTALLED FIRE EXTINGUISHING AND
AUTOMATIC FIRE ALARM SYSTEMS**

Performance Objective	SOW Para	Performance Threshold
Perform Initial Status Check and Inspections. Accurate report submitted on time. Inspections are performed and recorded in a timely manner.	1.1. & 1.2.	Every fire protection system and device is checked and inspected.
Perform Operational Tests, Preventive, and Corrective Maintenance of Fire Protection Systems Operational tests are performed and recorded. Recharging is performed when necessary. Discrepancies are noted. Repairs are made when necessary.	1.3. - 1.5.	Fire protection systems are operational at all times.
Emergency Services. Responses are timely.	1.6.	Repairs are completed within two hours unless approved otherwise by QAR/QAE

SURVEILLANCE: The government QAR/QAE will evaluate the performance objectives through random inspections during each service month.

STANDARD: The contractor shall perform all work required in a satisfactory manner in accordance with the appropriate SOW paragraph.

PROCEDURES: The government QAR/QAE will inspect the performance objectives randomly, using a statistically valid system to ensure contractor compliance with the appropriate paragraphs of the Statement of Work (SOW). Record results of inspection, noting the date and time of inspection. If inspection indicates unacceptable performance, the QAR/QAE shall notify the contract manager or the contractor's Quality Control Inspector (QCI) of the deficiencies for correction. An NCIR shall be generated to document both the deficiency and the corrective action taken by the Contractor. The Contractor shall be given two hours after notification to correct the unacceptable performance or the QA may approve additional time if the QA considers additional time appropriate. If deficiencies are not corrected within the required time frame the QAR/QAE should notify the Contracting Officer for action.

Wage Determination: 1988-0407, 14

REGISTER OF WAGE DETERMINATIONS UNDER THE
SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W Gross
Director

Division of Wage
Determinations

Wage Determination No.: 1988-0407
Revision No.: 14
Date of Last Revision: 07/09/2002

Nationwide: Applicable in the Continental U.S. only.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contract for inspection/appraisal services.

OCCUPATION TITLE	MINIMUM WAGE RATE
Inspector	15.15

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum often paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms

is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Wage Determination: 1988-0407, 14

Page 2 of 2

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

This page intentionally blank

WAGE DETERMINATION NO: 94-2567 REV (22)

REGISTER OF WAGE DETERMINATIONS UNDER THE
SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of Wage
Director Determinations

Wage Determination No.: 1994-2567
Revision No.: 22
Date Of Last Revision: 08/21/2002

Area: Washington Counties of Lewis, Pierce, Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.83
Accounting Clerk II	12.16
Accounting Clerk III	14.11
Accounting Clerk IV	16.36
Court Reporter	14.40
Dispatcher, Motor Vehicle	14.40
Document Preparation Clerk	11.56
Duplicating Machine Operator	12.37
Film/Tape Librarian	13.94
General Clerk I	8.68
General Clerk II	9.71
General Clerk III	12.57
General Clerk IV	13.84
Housing Referral Assistant	17.51
Key Entry Operator I	10.39
Key Entry Operator II	12.04
Messenger (Courier)	10.13
Order Clerk I	11.69
Order Clerk II	12.76
Personnel Assistant (Employment) I	11.75
Personnel Assistant (Employment) II	13.20
Personnel Assistant (Employment) III	14.40
Personnel Assistant (Employment) IV	16.86
Production Control Clerk	15.77
Rental Clerk	12.63
Scheduler, Maintenance	14.07
Secretary I	13.66
Secretary II	13.84
Secretary III	16.01
Secretary IV	19.75
Secretary V	22.67
Service Order Dispatcher	14.79

Stenographer I	13.43
Stenographer II	15.26
Supply Technician	16.81
Survey Worker (Interviewer)	13.39
Switchboard Operator-Receptionist	10.94
Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	10.36
Travel Clerk II	11.28
Travel Clerk III	12.14
Word Processor I	12.37
Word Processor II	13.19
Word Processor III	14.76
Automatic Data Processing Occupations	
Computer Data Librarian	14.33
Computer Operator I	13.93
Computer Operator II	15.58
Computer Operator III	17.60
Computer Operator IV	19.84
Computer Operator V	22.04
Computer Programmer I (1)	15.08
Computer Programmer II (1)	18.33
Computer Programmer III (1)	25.81
Computer Programmer IV (1)	27.50
Computer Systems Analyst I (1)	23.32
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.67
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.80
Automotive Glass Installer	18.60
Automotive Worker	18.60
Electrician, Automotive	19.80
Mobile Equipment Servicer	16.86
Motor Equipment Metal Mechanic	19.80
Motor Equipment Metal Worker	18.60
Motor Vehicle Mechanic	19.80
Motor Vehicle Mechanic Helper	16.86
Motor Vehicle Upholstery Worker	18.60
Motor Vehicle Wrecker	18.60
Painter, Automotive	19.20
Radiator Repair Specialist	18.60
Tire Repairer	14.81
Transmission Repair Specialist	19.80
Food Preparation and Service Occupations	
Baker	11.28
Cook I	10.30
Cook II	11.35
Dishwasher	9.55
Food Service Worker	9.22
Meat Cutter	15.96
Waiter/Waitress	9.27
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.45
Furniture Handler	15.33
Furniture Refinisher	17.45

Furniture Refinisher Helper	15.33
Furniture Repairer, Minor	16.37
Upholsterer	16.91
General Services and Support Occupations	
Cleaner, Vehicles	9.71
Elevator Operator	10.38
Gardener	12.10
House Keeping Aid I	8.97
House Keeping Aid II	10.35
Janitor	10.38
Laborer, Grounds Maintenance	11.95
Maid or Houseman	8.97
Pest Controller	15.17
Refuse Collector	11.67
Tractor Operator	13.10
Window Cleaner	10.90
Health Occupations	
Dental Assistant	13.96
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.09
Licensed Practical Nurse I	12.96
Licensed Practical Nurse II	14.53
Licensed Practical Nurse III	16.27
Medical Assistant	12.24
Medical Laboratory Technician	14.34
Medical Record Clerk	13.74
Medical Record Technician	14.57
Nursing Assistant I	9.12
Nursing Assistant II	9.74
Nursing Assistant III	10.62
Nursing Assistant IV	12.55
Pharmacy Technician	13.54
Phlebotomist	4.53
Registered Nurse I	17.32
Registered Nurse II	21.18
Registered Nurse II, Specialist	21.18
Registered Nurse III	25.73
Registered Nurse III, Anesthetist	25.73
Registered Nurse IV	30.83
Information and Arts Occupations	
Audiovisual Librarian	19.80
Exhibits Specialist I	16.95
Exhibits Specialist II	20.94
Exhibits Specialist III	25.64
Illustrator I	16.95
Illustrator II	20.94
Illustrator III	25.64
Librarian	21.44
Library Technician	13.24
Photographer I	16.11
Photographer II	18.01
Photographer III	22.25
Photographer IV	27.23
Photographer V	33.06
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.73
Counter Attendant	7.73

Dry Cleaner	9.79
Finisher, Flatwork, Machine	7.73
Presser, Hand	7.73
Presser, Machine, Drycleaning	7.73
Presser, Machine, Shirts	7.73
Presser, Machine, Wearing Apparel, Laundry	7.73
Sewing Machine Operator	10.46
Tailor	11.12
Washer, Machine	8.39
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.28
Tool and Die Maker	22.30
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	20.08
Material Coordinator	14.05
Material Expediter	14.05
Material Handling Laborer	13.49
Order Filler	12.87
Production Line Worker (Food Processing)	14.84
Shipping Packer	13.79
Shipping/Receiving Clerk	13.79
Stock Clerk (Shelf Stocker; Store Worker II)	15.07
Store Worker I	12.23
Tools and Parts Attendant	16.86
Warehouse Specialist	14.84
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.80
Aircraft Mechanic Helper	15.73
Aircraft Quality Control Inspector	20.43
Aircraft Servicer	17.77
Aircraft Worker	18.60
Appliance Mechanic	16.91
Bicycle Repairer	14.81
Cable Splicer	22.77
Carpenter, Maintenance	20.71
Carpet Layer	18.60
Electrician, Maintenance	23.34
Electronics Technician, Maintenance I	18.85
Electronics Technician, Maintenance II	21.44
Electronics Technician, Maintenance III	23.00
Fabric Worker	15.33
Fire Alarm System Mechanic	19.80
Fire Extinguisher Repairer	16.75
Fuel Distribution System Mechanic	19.80
General Maintenance Worker	15.96
Heating, Refrigeration and Air Conditioning Mechanic	18.00
Heavy Equipment Mechanic	21.41
Heavy Equipment Operator	22.53
Instrument Mechanic	22.28
Laborer	11.17
Locksmith	18.60
Machinery Maintenance Mechanic	21.60
Machinist, Maintenance	19.10
Maintenance Trades Helper	12.47
Millwright	20.20

Office Appliance Repairer	17.99
Painter, Aircraft	17.45
Painter, Maintenance	17.45
Pipefitter, Maintenance	21.96
Plumber, Maintenance	19.85
Pneudraulic Systems Mechanic	19.80
Rigger	18.47
Scale Mechanic	17.99
Sheet-Metal Worker, Maintenance	19.68
Small Engine Mechanic	16.35
Telecommunication Mechanic I	18.00
Telecommunication Mechanic II	20.41
Telephone Lineman	19.80
Welder, Combination, Maintenance	18.00
Well Driller	18.00
Woodcraft Worker	19.20
Woodworker	16.91
Miscellaneous Occupations	
Animal Caretaker	10.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	11.98
Carnival Worker	8.83
Cashier	10.13
Desk Clerk	10.80
Embalmer	22.36
Lifeguard	9.70
Mortician	22.36
Park Attendant (Aide)	12.18
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
Recreation Specialist	13.81
Recycling Worker	14.53
Sales Clerk	12.22
School Crossing Guard (Crosswalk Attendant)	12.85
Sport Official	10.39
Survey Party Chief (Chief of Party)	25.90
Surveying Aide	15.12
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	20.72
Swimming Pool Operator	10.43
Vending Machine Attendant	10.91
Vending Machine Repairer	13.93
Vending Machine Repairer Helper	11.91
Personal Needs Occupations	
Child Care Attendant	10.33
Child Care Center Clerk	13.41
Chore Aid	9.16
Homemaker	14.91
Plant and System Operation Occupations	
Boiler Tender	19.87
Sewage Plant Operator	21.67
Stationary Engineer	19.87
Ventilation Equipment Tender	15.73
Water Treatment Plant Operator	22.21
Protective Service Occupations	
Alarm Monitor	14.33
Corrections Officer	19.80
Court Security Officer	23.51

Detention Officer	23.51
Firefighter	23.53
Guard I	7.73
Guard II	11.31
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.78
Hatch Tender	18.78
Line Handler	18.78
Stevedore I	16.68
Stevedore II	17.83
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.03
Air Traffic Control Specialist, Station (2)	20.02
Air Traffic Control Specialist, Terminal (2)	22.05
Archeological Technician I	18.15
Archeological Technician II	20.29
Archeological Technician III	25.13
Cartographic Technician	24.74
Civil Engineering Technician	21.28
Computer Based Training (CBT) Specialist/ Instructor	23.32
Drafter I	15.03
Drafter II	16.87
Drafter III	19.04
Drafter IV	23.59
Engineering Technician I	15.93
Engineering Technician II	17.87
Engineering Technician III	20.17
Engineering Technician IV	24.99
Engineering Technician V	30.56
Engineering Technician VI	36.96
Environmental Technician	20.56
Flight Simulator/Instructor (Pilot)	25.27
Graphic Artist	21.29
Instructor	22.01
Laboratory Technician	15.33
Mathematical Technician	18.10
Paralegal/Legal Assistant I	15.56
Paralegal/Legal Assistant II	17.49
Paralegal/Legal Assistant III	19.40
Paralegal/Legal Assistant IV	20.95
Photooptics Technician	17.78
Technical Writer	19.75
Unexploded (UXO) Safety Escort	18.45
Unexploded (UXO) Sweep Personnel	18.45
Unexploded Ordnance (UXO) Technician I	18.45
Unexploded Ordnance (UXO) Technician II	22.32
Unexploded Ordnance (UXO) Technician III	26.76
Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
Weather Observer, Senior (3)	19.84
Weather Observer, Upper Air (3)	17.84
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.83
Parking and Lot Attendant	8.95
Shuttle Bus Driver	12.07
Taxi Driver	10.57

Truckdriver, Heavy Truck	16.57
Truckdriver, Light Truck	10.97
Truckdriver, Medium Truck	16.30
Truckdriver, Tractor-Trailer	16.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work). **HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and

maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444} (SF 1444).

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by

such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.